

# MASTER AGREEMENT

BETWEEN

COMMONWEALTH OF PENNSYLVANIA

AND

COUNCIL 13, AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

*Council* **13** *AFSCME*



Effective July 1, 1996 to June 30, 1999

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## **PREAMBLE**

This Agreement entered into by Council 13 American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, and the Commonwealth of Pennsylvania, hereinafter referred to as the Employer, has as its purpose the promotion of harmonious relations between the Union and the Employer; the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

## **ARTICLE 1 RECOGNITION**

**Section 1.** Council 13 of the American Federation of State, County, and Municipal Employees, AFL-CIO, is recognized as the exclusive representative for collective bargaining purposes for employees within the classifications included under the following certifications of the Pennsylvania Labor Relations Board: PERA-R-13-C, Units I and III, Maintenance and Trades; PERA-R-1205-C and R-1207-C, Human Services; PERA-R-1413-C, Clerical, Administrative and Fiscal; PERA-R-2180-C, Technical Services; PERA-R-777-C, Inspection, Investigation and Safety; PERA-R-2687-C, Professional, Administrative and Fiscal; PERA-R-3294-C, Engineering and Scientific; PERA-R-890-C, Law Enforcement, Fish and Game Laws; PERA-R-1329-C, R-1330-C, R-1331-C and R-1879-C, Auditor General Department; PERA-R-1468-C, R-1469-C, R-1470-C, and R-2495-C, Treasury Department; PERA-R-2598-C, Pennsylvania Higher Education Assistance Agency; PERA-R-2566-C and PERA-R-2567-C, Public School Building Authority; PERA-U-81-351-E, U-81-352-E and U-353-E, Attorney General; and State System of Higher Education.

**Section 2.** The term employee when used in this Agreement is defined as those persons in the classifications covered by the certifications referred to in Section 1 of this Article.

## **ARTICLE 2 MANAGEMENT RIGHTS**

**Section 1.** It is understood and agreed that the Employer, at its sound discretion, possesses the right, in accordance with

applicable laws, to manage all operations, including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property of the Employer, except as modified by this or unit agreements.

Matters of inherent managerial policy are reserved exclusively to the Employer. These include but shall not be limited to such areas of discretion or policy as the functions and programs of the Employer, standards of service, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel.

**Section 2.** The listing of specific rights in this Article is not intended to be nor should be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein whether or not such rights have been exercised by the Employer in the past.

## **ARTICLE 3 UNION SECURITY**

**Section 1.** Each employee who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member after that date shall maintain membership in the Union, provided that such employee may resign from the Union, in accordance with the following procedure:

a. The employee shall send a certified letter, return receipt requested, of resignation to the headquarters of Council 13, AFSCME, AFL-CIO and a copy of the letter to the employee's agency. The official membership card, if available, shall accompany the letter of resignation.

b. The letter shall be postmarked during the 15 day period prior to the expiration date of this Agreement and shall



state that the employee is resigning membership in the Union and where applicable is revoking check-off authorization.

**Section 2.** The Employer and the Union hereby agree that all non-members of the Union shall be subject to a fair share fee as provided for in Act 84 of 1988 (S.B. 291) and any amendments thereto.

**Section 3.** The Employer shall furnish each new employee with a copy of this Agreement together with an authorization for dues payroll deduction, provided the Union has furnished the Employer with sufficient copies of the Agreement containing the authorization for dues deduction.

## **ARTICLE 4 DUES DEDUCTION**

**Section 1.** The Employer shall deduct the Union bi-weekly membership dues and an annual assessment, if any, from the pay of those employees who individually request in writing that such deductions be made. The rate at which dues are to be deducted and the amount of the annual assessment shall be certified to the Employer by the Union, and the Employer shall deduct Union dues at this rate from members' regular biweekly salary and wages (including retroactive salary/wage payments and lump sum payments made pursuant to Article 19, Salaries and Wages). The aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made. This authorization shall be irrevocable by the employee during the term of this Agreement. When revoked by the employee in accordance with Article 3, the agency shall halt the

check-off of dues effective the first full pay period following the expiration of this Agreement.

**Section 2.** The Employer further agrees to deduct a fair share fee bi-weekly from all employees in the bargaining unit who are not members of the Union.

Authorization from non-members to deduct fair share fees shall not be required. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made.

**Section 3.** The employee's written authorization for dues payroll deductions shall contain the employee's name, social security number, agency in which employed, work location (institution, district, bureau, etc.), Union name and local number.

**Section 4.** Where an employee has been suspended, furloughed or discharged and subsequently returned to work, with full or partial back pay, or has been reclassified retroactively, the Employer shall, in the manner outlined in Sections 1 and 2 above, deduct the Union membership dues and fair share fees that are due and owing for the period for which the employee receives back pay.

**Section 5.** The dues deduction and fair share fee provisions of this Article shall continue to pertain and be complied with by the Employer with regard to those employees who are promoted into or demoted from a unit of first level supervisors represented by the Union or when any employee is transferred from one position to another position covered by this Agreement. Dues deductions and fair share fee

deductions will be resumed for employees upon their return from leave of absence without pay or recall from furlough.

**Section 6.** The Employer shall provide the Union, on a quarterly basis, a list of all employees in the bargaining units represented by the Union. This list shall contain the employee's name, social security number, address, agency in which employed, class code, work location (institution, district, bureau, etc.) and whether the employee is a member or non-member.

**Section 7.** The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of the action taken or not taken by the Employer under the provisions of this Article.

## **ARTICLE 5 CREDIT UNION**

**Section 1.** The Employer agrees to make payroll deductions available to employees who wish to participate in the Pennsylvania State Employees Credit Union, as designated by the Union, or any one of the credit unions duly chartered under State or Federal statutes and approved by the Employer.

**Section 2.** The Employer shall remit the deductions of employees together with an itemized statement to the applicable credit unions designated under Section 1 above within 30 days following the end of the calendar month in which deductions were made.

**Section 3. a.** The Employer shall establish rules, procedures and forms which it deems necessary to extend payroll

deductions for credit union purposes.

b. Payroll deduction authorization forms for credit union purposes must be executed by and between the employee and an official of the credit union.

**Section 4.** The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of the action taken or not taken by the Employer under the provisions of this Article.

## **ARTICLE 6 HOURS OF WORK**

**Section 1.** The work week shall consist of five consecutive work days in a pre-established work schedule except for hospital employees and employees in seven-day operations.

**Section 2.** The work day shall consist of any 24 hours in a pre-established work schedule beginning with the scheduled reporting time for the employee's shift, except for employees in the Department of Transportation and the Pennsylvania State Police, whose work day shall consist of the calendar day.

**Section 3.** The work shift shall consist of 7-1/2 or 8 work hours within a pre-established work schedule.

**Section 4.** The regular hours of work for any shift shall be consecutive except that they may be interrupted by a meal period.

**Section 5.** Work schedules showing the employees' shifts, work days, and hours shall be posted on applicable departmental bulletin boards. Except for emergencies, changes

will be posted two weeks in advance. Where changes are to be made by the Employer for other than emergency reasons, or where schedules are to be adopted for new programs, the Employer agrees to meet and discuss with the Union prior to the implementation of such changes or schedules.

An employee whose regular work schedule is Monday through Friday throughout the year shall not have that work schedule changed to other than a Monday through Friday schedule except for a legitimate operational reason which is not arbitrary or capricious.

**Section 6.** Employees engaged in seven-day operations are defined as those employees working in an activity for which there is regularly scheduled employment for seven days a week. The work week for seven-day operations shall consist of any five days within a consecutive seven calendar-day period. Clerical and maintenance hospital employees shall have a work schedule consisting of any five days within a consecutive seven calendar-day period unless they are engaged in an activity for which there historically has been regularly scheduled employment for seven days a week. All other hospital employees shall have a work schedule consisting of any 10 days within a consecutive 14 calendar-day period.

**Section 7.** In the event of a change in shift from a pre-established work schedule, employees must be off regularly scheduled work for a minimum of three shifts or their equivalent unless a scheduled day or days off intervene between such shift change.

**Section 8.** The parties agree that the issue of alternate schedules, schedules providing for every other weekend off and flex time will be discussed at the local level. Both par-

ties will work diligently to reach an agreement at the local level, such agreements to be agreed upon by the Local Union, the appropriate District Council, Local Management, the Agency and the Office of Administration. Failing to reach agreement, the Union may submit the proposed schedule to a committee of representatives from the affected agency, Office of Administration and Council 13. Prior to the establishment of any schedule under this section, the Union shall be required to prove that the goal and conditions set forth below will be met by the proposed schedule. If the Committee is unable to reach an agreement, the dispute may be submitted to advisory arbitration where the burden of proof shall be upon the Union. The tripartite panel will consist of one representative of the Office of Administration, one representative of AFSCME Council 13, and a mutually agreed upon arbitrator.

The goal of the proposed alternate schedule, schedules providing for every other weekend off, or flex time schedules shall be to improve the quality of work life of employees and to improve the Employer's operational efficiency and/or service to its clients. No schedule may:

- a. increase costs of operation
- b. increase current complement
- c. affect the Employer's ability to meet criteria for accreditation and/or certification
- d. adversely impact the efficiency of affected operations, nor standards of service
- e. contain an unreasonable number of work schedules

The Employer may cancel an alternate work schedule, schedule providing for every other weekend off, or flextime schedule upon 15 days notice to the Union, when the Employer reasonably determines that the goal or conditions set forth above are not being met or that the criteria used to

initiate the alternate work schedule, schedule providing for every other weekend off, or flextime schedule have materially changed. If the Union submits the Employer's cancellation of a schedule to the resolution process described above, the burden of proof shall be on the Employer.

Nothing herein will impair nor limit the Employer's right to schedule employees as set forth in this Agreement.

Representatives from the Office of Administration and AFSCME Council 13 shall meet and discuss in an attempt to draft standardized language and/or schedules that can be utilized to develop these scheduling agreements.

All discussions conducted pursuant to this section shall be in accord with the meet and discuss provisions of the Public Employee Relations Act.

**Section 9.** The provisions of Sections 1 through 7 shall not be applicable to employees whose hours of work, prior to the date of this Agreement, have customarily been either part-time, irregular, intermittent, employee controlled, or contractor or vendor controlled. Such employees will continue their hours of work in accordance with past practices, unless changed by the Employer under terms of Article 2 of this Agreement.

## **ARTICLE 7 REST PERIODS**

**Section 1.** An employee shall be permitted a fifteen-minute paid rest period during each one-half work shift provided the employee works a minimum of three hours in that one-half shift. Whenever practical, the employee shall be permitted to take the rest period at the middle of such one-half shift. Where rest periods are scheduled, the Employer shall be able to vary the scheduling of such period when, in its

opinion, the demands of work require such variance. The regular scheduling of rest periods immediately before or after meal periods or at the beginning or end of the work day is permissible in certain operations where the Union and the Employer agree to such a practice or where the present practice is to schedule rest periods in that manner.

**Section 2.** Employees who work, without interruption, beyond their regular shift for at least one hour shall receive a fifteen-minute paid rest period and shall thereafter receive a fifteen-minute paid rest period for each additional two hours of such work unless at the end of such two hour period the employee's work is completed or unless the employee takes a meal period during or at the end of the two hour period.

If employees take a meal period at the expiration of their normal work day, then they shall thereafter be given a fifteen-minute rest period for each additional two hours of such work unless at the end of such two hour period their work is completed or unless the employee takes a meal period during or at the end of the two hour period.

**Section 3.** Part-time employees shall be granted a fifteen-minute rest period during each 3-3/4 hour work period.

**Section 4.** The Employer will not require employees to continuously perform repetitive keyboard motions at a VDT for a period in excess of two consecutive hours. The Employer will attempt to provide 15 minutes of alternative work consistent with the employee's job classification. When alternative work is not available the Employer shall provide the 15 minute rest period referred to in Section 1 above or a meal period.



## **ARTICLE 8 MEAL PERIODS**

**Section 1.** All employees shall be granted a meal period, which period shall fall within the third to fifth hours of their work shift unless otherwise approved by the Employer or unless emergencies require a variance. Present practices relating to meal periods for part-time employees shall remain in effect. The meal period shall not exceed one hour in length unless the employee agrees to a longer meal period.

**Section 2 (a).** If employees are required to work more than two hours beyond their regular shift, they will be allowed a meal period at the end of the initial two hour period or sooner. In addition, employees will be allowed a meal period for each four hours worked beyond each meal period. If employees work more than two hours after their scheduled quitting time and have not had notice of such work requirement at least two hours before commencement of their regular shift, the Employer shall furnish a meal or compensate the employee for a meal in an amount actually expended and not to exceed \$8.00.

(b). If employees are required to work on a holiday or other scheduled day off and work more than 9.5 hours (for 7.5 hour employees) or 10 hours (for 8 hour employees) on such day and have not had notice of such work assignment at least two hours before they commenced their work on that date, the Employer shall furnish a meal or compensate the employee for a meal as provided for in (a) above.

## **ARTICLE 9 EATING AND SANITARY FACILITIES**

**Section 1.** The Employer shall provide adequate eating

space and sanitary facilities at all permanent locations, which shall be properly heated and ventilated. Temporary facilities, such as highway sheds, tool, equipment and storage areas, not intended for full-time and regular use, shall not be considered permanent, even if in use for extended periods of time.

**Section 2.** Vending machines for beverages shall be provided at institutional sites where meal facilities are not available at all times. The Union may meet with authorized personnel of the various institutions to discuss the possible increase in items that may be furnished through vending machines.

**Section 3.** Additional vending machines for snacks, sandwiches and beverages may be installed in all work locations when feasible, providing that existing vendor contracts permit the installation of additional vending machines and that arrangements can be made to do so at no cost to the Employer.

**Section 4.** The Employer agrees to meet and discuss with the Union at institutional or agency levels, upon request, for the purpose of determining the allocation of vending machine profits.

## **ARTICLE 10 HOLIDAYS**

**Section 1.** The following days shall be recognized as holidays:

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. Presidents' Day
4. Memorial Day
5. Independence Day

6. Labor Day
7. Columbus Day
8. Veterans' Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Day

Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday for those employes on a normal Monday through Friday work week. For other than these employes, the holiday shall be deemed to fall on the day on which the holiday occurs.

**Section 2.** At the three institutions of the Department of Education and the 14 institutions of the State System of Higher Education, the following days shall be recognized as holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

The remaining five holidays shall be scheduled by the administration of these institutions during the time on the academic schedule when the institution is not at full operation.

The matter of rescheduling minor holidays shall be resolved on a meet and discuss basis between the three institutions of the Department of Education and the 14 institutions of the State System of Higher Education and the Union.

An employe shall earn a minor holiday provided the

employee was in an active pay status on the last half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately subsequent to the actual day the minor holiday is celebrated as provided for in Section 1. If a minor holiday occurs while employees are on leave without pay under Article 17, Section 3, they shall be paid for the minor holiday provided they were in active pay status the last half of their scheduled work day immediately prior and the first half of their scheduled work day immediately subsequent to the leave without pay. An employee who earns a minor holiday and subsequently terminates employment prior to taking the rescheduled day off with pay, shall be compensated for such holiday. In the event the earning of a holiday is anticipated and an employee terminates employment prior to actually earning the anticipated holiday, such employee shall reimburse the Employer for the holiday taken but not earned.

Payment specified in Section 6 of this Article shall be applicable only if the employee works on the day on which the minor holiday has been rescheduled.

**Section 3.** In the event that the Department of Revenue is unable to secure the use of its offices located in County Court Houses which are closed on a day which the County celebrates as a holiday but the Commonwealth does not or the Department of Banking or Insurance Department is unable to secure the use of facilities located in financial institutions or insurance companies which are closed on a day which the financial institution or insurance company celebrates as a holiday but the Commonwealth does not, employees located in such County Court Houses, financial institutions or insurance companies will observe a holiday on the day on which the holiday is being observed by the respective County, financial institution or insurance company in lieu of a holiday listed in Section 1 above. This sec-

tion is not intended to increase or decrease the number of paid holidays listed in Section 1 of this Article for Department of Revenue, Department of Banking or Insurance Department employees.

**Section 4.** A permanent full-time employee on a Monday through Friday work week shall be paid for any holiday listed in Section 1 of this Article, provided the employee was in an active pay status on the last half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately subsequent thereto. If a holiday occurs while employees are on leave without pay under Article 17, Section 3, they shall be paid for the holiday provided the employees were in active pay status the last half of their scheduled work day immediately prior and the first half of their scheduled work day immediately subsequent to the leave without pay.

If a holiday is observed while a permanent full-time employee is on sick, annual, or other paid leave status, the employee will receive holiday pay and the day will not be charged against sick, annual, or other paid leave credits.

**Section 5.** Permanent full-time employees working other than a regular Monday through Friday work week shall be guaranteed the same number of days off with pay equal to the number of paid holidays received by the employees on a regular Monday through Friday schedule, subject to the same entitlement requirement.

**Section 6.** If a permanent full-time employee works on any of the holidays set forth in Section 1 of this Article, except the day after Thanksgiving, the employee shall be compensated at one and one-half times the employee's regular hourly rate of pay for all hours worked on said holiday. The employee shall receive paid time off for all hours worked on

a holiday up to a full shift. If such time is worked during the employee's regularly scheduled shift, the paid time off shall be in lieu of holiday pay for that time under Section 4 above. Paid time off for time worked outside of the employee's regularly scheduled shift shall not be in lieu of such holiday pay. If a written request is received prior to or within 45 days after the holiday is worked, paid time off shall, subject to management's responsibility to maintain efficient operations, be scheduled and granted as requested by the employee, prior to the holiday or within the 90 calendar day period succeeding the holiday. If the Employer does not schedule such paid time off in accordance with the employee's request, or at some other time prior to the completion of the 90 calendar day period succeeding the holiday, the employee shall be compensated at the employee's regular rate of pay in lieu of such paid time off.

If a permanent full-time employee works on the day after Thanksgiving, the employee shall be compensated at the employee's regular hourly rate of pay for all hours worked on said holiday. The employee shall receive paid time off for all hours worked on the day after Thanksgiving up to a full shift. If such time is worked during the employee's regularly scheduled shift, the paid time off shall be in lieu of holiday pay for that time under Section 4 above. Paid time off for time worked outside of the employee's regularly scheduled shift shall not be in lieu of such holiday pay. If a written request is received prior to or within 45 days after the holiday is worked, paid time off shall, subject to management's responsibility to maintain efficient operations, be scheduled and granted as requested by the employee, prior to the holiday or within the 90 calendar day period succeeding the holiday. If the Employer does not schedule such paid time off in accordance with the employee's request, or at some other time prior to the completion of the 90 calendar day period succeeding the holiday, the employee shall be

compensated at the employee's regular rate of pay in lieu of such paid time off.

Local Management and the local union may meet and agree to buy out compensatory time at the straight time rate earned as a result of working on a holiday prior to the expiration of the 90 day scheduling period. All agreements reached at the local level must be reviewed and approved by the Agency and the District Council. If no agreement is reached or no approvals received, compensatory time will be scheduled in accordance with Paragraph 1 above.

**Section 7.** The Employer will attempt to equalize holiday work assignments among permanent full-time employees in the same job classification in the overtime equalization unit during each calendar year. Employees entering established equalization units after the beginning of a calendar year shall be credited for equalization purposes with an amount of holiday work equal to the maximum amount of credited holiday work held by an employee in the same classification in the equalization unit since the beginning of the applicable year. The Employer is not required to schedule employees for less than a full shift in order to equalize holiday work assignments.

**Section 8.** Permanent part-time employees shall receive holidays on a pro rata basis. Employees, at the option of the Employer, shall receive either prorated paid leave or shall be paid at their regular hourly rate of pay in lieu of such paid leave.

Permanent part-time employees shall be compensated at one and one-half times their regular hourly rate of pay for all hours worked on a holiday set forth in Section 1 above except the day after Thanksgiving. Permanent part-time employees shall be compensated at their regular hourly rate of pay for all hours worked on the day after Thanksgiving.

**Section 9.** A permanent employee separated from the service of the Employer for any reason prior to taking paid time off earned by working a holiday listed in Section 1, shall be compensated in lump sum for any unused paid time off the employee has accumulated up to time of separation.

**Section 10.** Whenever the Employer declares a special holiday or part holiday for all employees under the Employer's jurisdiction, all permanent employees who are required to work on the day on which such holiday hours occur shall receive time off with pay for all hours worked up to the number of hours in the employee's normal work shift if a full holiday is declared, or up to a pro rata share of the normal work shift if a partial holiday is declared. The Employer shall have the option of paying the employees their regular hourly rate of pay in lieu of such equivalent time off with pay.

**Section 11.** When an employee's work shift overlaps the calendar day, the first shift of the employee in which 50% or more of the time occurs on the applicable holiday shall be considered in the holiday period and the holiday period shall end 24 hours after the commencement of that shift.

**Section 12.** In no event shall an employee be entitled to duplicate holiday payment. Time worked on holidays during an employee's regular shift shall not be excluded from hours worked for the purposes of determining eligibility for overtime pay under Section 1 of Article 20 of this Agreement.

**Section 13.** There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked.



## **ARTICLE 11 PERSONAL LEAVE DAYS**

**Section 1.** All permanent full-time employees will be eligible for paid personal leave days as follows:

a. One paid personal leave day will be earned in the employee's first calendar year of employment provided the employee has 150 hours (37.5 hour workweek) or 160 hours (40 hour workweek) in an active pay status in the calendar year.

b. One paid personal leave day per one-half calendar year will be earned in the employee's second calendar year of employment, provided the employee has 150 hours (37.5 hour workweek) or 160 hours (40 hour workweek) in an active pay status in each one-half calendar year.

c. One paid personal leave day per calendar quarter will be earned in the employee's third and subsequent years of employment, provided the employee has 150 hours (37.5 hour workweek) or 160 hours (40 hour workweek) in an active pay status in each one-quarter calendar year.

d. Leave service credit earned during all periods of Commonwealth employment will be used to determine whether, for purposes of this section, an employee is in the first calendar year of employment, the second calendar year of employment, or the third and subsequent years of employment. .

**Section 2.** Personal leave shall be scheduled and granted for periods of time requested by an employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on personal leave at the same time, the employee with the greatest Master Agreement seniority shall be given a choice of personal leave in the event of any conflict in selection.

Where reasonable opportunities are available for selection of personal leave on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period.

Requests for emergency personal leave will be entertained at any time with the understanding that an employee may be required to substantiate the emergency nature of the request and that further, it may be necessary, in order to accommodate the emergency, to reschedule requests of other employees for personal, holiday, compensatory leave and/or annual leave not scheduled during the selection period.

**Section 3.** Personal leave to which an employee may become entitled during the calendar year may be granted at the Employer's discretion before it is earned. An employee who is permitted to anticipate such leave and who subsequently terminates employment shall reimburse the Employer for those days of personal leave used but not earned.

**Section 4.** Personal leave days shall be noncumulative from calendar year to calendar year. If employees are required to work on their scheduled personal leave day and are unable to reschedule their personal day during the calendar year due to the demands of their work, the calendar year shall be extended for 7 pay periods for rescheduling purposes.

**Section 5.** An employee's request for a personal leave day on the employee's birthday received in writing at least 45 calendar days prior to the employee's birthday shall be approved. An employee shall be allowed to anticipate the earning requirement in Section 1 above, for a personal leave day used on the employee's birthday. If an employee's birthday falls on a day other than a regularly scheduled work day, the employee will be permitted to schedule a personal leave day in accordance with this Section either the

work day immediately before or after the birthday.

**Section 6.** An employee who becomes ill while on personal leave will not be charged personal leave for the period of illness provided the employee furnishes satisfactory proof of such illness to the Employer upon return to work.

**Section 7.** All permanent part-time employees shall receive personal leave days on a pro rata basis calculated to the nearest half day provided they are in an active pay status a percentage of 150 hours (37.5 hour workweek) or 160 hours (40 hour workweek) equal to the percentage of hours normally worked in a biweekly pay period during the earning periods specified in Section 1 above.

**Section 8.** For the purpose of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

## **ARTICLE 12 LEAVES OF ABSENCE**

**Section 1.** All time that an employee is absent from work shall be appropriately charged.

**Section 2.** Where a state civil service examination is not given during an employee's non-working time, a permanent full-time employee shall be granted administrative leave with pay to take such examination which is scheduled during the employee's regular work hours subject to management's responsibility to maintain efficient operations. Employees shall only be entitled to leave for this purpose on

one occasion during each one-half calendar year. Such leave shall not exceed the employee's normal work shift or the time necessary to travel to and from the examination and to take the examination, whichever is lesser. Employees shall not be eligible for travel expenses under this section.

**Section 3.** All requests for leave must be submitted in writing to the employee's immediate supervisor and shall be answered in writing. Requests for emergency type leaves shall be answered before the end of the shift on which the request is made.

Except for such emergency type leaves, the time when leave is taken is within the discretion of the Employer.

Except as provided in Article 13, Section 3, requests for any type of leave to which an employee is entitled under this Agreement and which is not to exceed one month shall be answered by the Employer within five days. If the requested leave is in excess of one month, the request shall be answered within 10 days.

**Section 4.** The Employer will continue its present practice of granting administrative leave to a reasonable number of employees who attend training seminars conducted by the Union to the same general extent that this has been granted in prior years.

**Section 5.** Employees shall be granted up to four (4) hours of administrative leave per calendar year to donate blood.

**Section 6.** For the purpose of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

## **ARTICLE 13 VACATIONS**

**Section 1.** Employees shall be eligible for annual leave after 30 calendar days of service with the Employer in accordance with the following schedule:

**Leave Service Credit**  
*(Includes all periods of  
Entitlement Per Year  
of Commonwealth Service)*

**Maximum Annual Leave  
Entitlement Per Year**

***Up to 3 Years:***

Annual Leave will be  
earned at the rate of  
2.70% of all Regular  
Hours Paid

37.5 Hr. Workweek: 52.5 Hrs(7 days)  
40 Hr. Workweek: 56 Hrs(7 days)

***Over 3 Years to 15 Years Inclusive:***

Annual Leave will be  
earned at the rate of  
5.77% of all Regular  
Hours Paid

37.5 Hr. Workweek: 112.5 Hrs (15 days)  
40 Hr. Workweek: 120 Hrs (15 days)

***Over 15 Years to 25 Years Inclusive:***

Annual Leave will be  
earned at the rate of  
7.70% of all Regular  
Hours Paid

37.5 Hr. Workweek: 150 Hrs.(20 days)  
40 Hr. Workweek: 160 Hrs.(20 days)

***Over 25 Years:***

Annual Leave will be  
earned at the rate of  
10% of all Regular  
Hours Paid

37.5 Hr. Workweek: 195 Hrs (26 days)  
40 Hr. Workweek: 208 Hrs (26 days)

Regular Hours Paid as used in this Article include all hours paid except overtime, standby time, call-time, and full-time out-service training.

Employees shall be credited with a year of service for each 26 pay periods completed in an active pay status, provided they were paid a minimum of one hour in each pay period.

**Section 2.** Vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular classification.

**Section 3.** Vacations shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest Master Agreement seniority shall be given a choice of vacation periods in the event of any conflict in selection. Where reasonable opportunities are available for selection of vacations on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period. The selection period shall be September 1-30 for vacations from January 1 to June 30 of the following year and March 1-31 for vacations from July 1 to December 31, unless there are existing or subsequent agreements on the selection period at appropriate local levels. Requests for leave submitted during the selection period shall be answered within 20 calendar days after the end of the selection period.

**Section 4.** Employees who work other than a regular Monday through Friday workweek and who request and are granted a vacation covering at least five (5) consecutive work days which immediately precedes or follows their

regularly scheduled days off shall not have their regularly scheduled days off changed and for any requirement to work the regularly scheduled days off the employee shall be paid two and one-half times the employee's regular hourly rate of pay.

**Section 5.** If a holiday occurs during the work week in which vacation is taken by an employee, the holiday shall not be charged to annual leave.

**Section 6.** Employees who become ill during their vacation will not be charged annual leave for the period of illness provided satisfactory proof of such illness is furnished to the Employer upon return to work.

**Section 7.** If employees are required to work during their scheduled vacation period and are unable to reschedule their vacation during the calendar year due to the demands of their work, the calendar year shall be extended for 7 pay periods for rescheduling purposes.

**Section 8.** Employees separated from the service of the Employer for any reason prior to taking their vacation, shall be compensated in a lump sum for the unused vacation they have accumulated up to the time of separation.

**Section 9.** Unused annual leave shall be carried over from one calendar year to the next provided that in no case shall the amount thus carried over exceed 45 days (337.5 or 360 hours).

**Section 10.** If an employee is required to return to work after commencement of a prescheduled vacation, the employee shall be compensated at one and one-half times the employee's regular hourly rate of pay for all hours required

to work on the prescheduled vacation day or days. The employee shall be permitted to reschedule such vacation day or days in accordance with Section 3. This section shall not apply to employees in the Department of Transportation who are recalled for the purpose of performing duties due to actual or anticipated adverse weather conditions.

**Section 11.** The provisions of Section 1 of this Article shall not apply to temporary employees unless such employees have worked 750 regular hours by the end of the last full pay period in each calendar year. It is understood that this section does not apply to furloughed employees who, during their recall period, return to the Employer's payroll in a temporary capacity.

**Section 12.** Employees on leave without pay to attend official union conventions or conferences in accordance with Article 17, Section 3 shall have that time included in regular hours paid for purposes of earning annual leave entitlement and credited service under Section 1 above.

**Section 13.** Permanent employees who have one or more years of service since their last date of hire may anticipate annual leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the employee has been abusing the leave privilege. Permanent employees with less than one year of service since their last date of hire may not anticipate annual leave.

**Section 14.** An employee who is furloughed and is not employed in another position within 14 calendar days of the effective date of furlough will receive a lump sum payment for all earned, unused annual leave unless the employee requests in writing before the end of the 14 calendar days to freeze all earned, unused annual leave.



An employee may subsequently change a decision to freeze the earned, unused annual leave by submitting a written request for a lump sum payment for the annual leave. Payment will be made within 35 days of the date on which the request is received by the Employer, and will be at the rate of pay in effect on the last day of employment prior to the date of furlough.

If the employee is reemployed during the furlough recall period, annual leave which was frozen will be reinstated. If the employee is not reemployed prior to the expiration of the furlough recall period, the employee shall be paid off in lump sum for all frozen earned, unused annual leave at the rate of pay in effect on the last date of employment prior to the date of furlough.

**Section 15.** For the purpose of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

## **ARTICLE 14**

### **SICK LEAVE AND BEREAVEMENT LEAVE**

**Section 1.** Employees shall be eligible to use paid sick leave after 30 calendar days of service with the Employer. Employees shall earn sick leave as of their date of hire in accordance with the following schedule:

#### **Maximum Sick Leave Entitlement Per Year**

Sick Leave will be  
earned at the rate of  
5% of all Regular  
Hours Paid

37.5 Hour Workweek: 97.5 Hours (13 days)

40 Hour Workweek: 104 Hours (13 days)

Regular Hours Paid as used in this Article include all hours paid except overtime, standby time, call-time, and full-time out-service training.

**Section 2.** Employees may accumulate sick leave up to a maximum of 300 days (2250 or 2400 hours).

**Section 3.** A doctor's certificate is required for an absence from work due to sickness for three or more consecutive days. For absences of less than three days, a doctor's certificate may be required where the Employer has reason to believe that the employee has been abusing the sick leave privilege. The total circumstances of an employee's use of sick leave rather than a numerical formula shall be the basis upon which the Employer's final determination is made that the employee is abusing sick leave. Discipline based upon patterns of sick leave use will be treated under the basic concepts of just cause.

**Section 4.** Where sickness in the immediate family requires the employee's absence from work, employees may use not more than five days of such sick leave entitlement in each calendar year for that purpose. Immediate family is defined as the following persons: husband, wife, child, step-child, parent, brother or sister of the employee. The Employer may require proof of such family sickness in accordance with Section 3 above.

**Section 5.** Employees may use up to five days of sick leave for the death of a spouse, parent, stepparent, child, or stepchild and up to three days of such leave may be used for the death of a brother, sister, grandparent, step- grandparent, grandchild, step-grandchild, son- or daughter-in-law, brother- or sister-in-law, parent-in-law, grandparent-in-law, aunt, uncle, or any relative residing in the employee's household.

**Section 6.** a. Employees who retire shall be paid for their accumulated unused sick leave in accordance with the schedule below if they retire under the conditions set forth in subsection b.

<b>Days Available at Retirement</b>	<b>Percentage Buy-Out</b>	<b>Maximum Days</b>
0 - 100	30%	30
101 - 200	40%	80
201 - 300	50%	150
over 300 (in last year of employment)	100% of days over 300	13

b. Eligibility for payment of benefits under subsection a is as follows:

- (1) Superannuation retirement with at least five years of credited service in the State and/or public school retirement systems,
- (2) Disability retirement, which requires at least five years of credited service in the State and/or public school retirement systems, or
- (3) Other retirement with at least 25 years of credited service in the State and/or public school retirement systems.
- (4) After 7 years of service, death prior to retirement separation of service except as provided in Section 7.

c. Such payments shall not be made for part days of accumulated sick leave.

d. No payments under this section shall be construed to add to the credited service of the retiring member or to the retirement covered compensation of the member.

**Section 7.** When an employee dies as the result of a work-related accident, the Commonwealth will pay 100% of the

employee's unused sick leave unless the surviving spouse or minor children are entitled to benefits under Act 101 of 1976 in which case the Commonwealth will pay 30% of the employee's unused sick leave to 90 days. Such payments shall not be made for part days of accumulated sick leave.

**Section 8.** The provisions of Section 1 of this Article shall not apply to temporary employees unless such employees have worked 750 regular hours by the end of the last full pay period in each calendar year. It is understood that this section does not apply to furloughed employees who, during their recall period, return to the Employer's payroll in a temporary capacity.

**Section 9.** Employees on leave without pay to attend official union conventions or conferences in accordance with Article 17, Section 3 shall have that time included in regular hours paid for the purpose of earning sick leave entitlement in accordance with Section 1 above.

**Section 10.** Permanent employees who have one or more years of service since their last date of hire may anticipate sick leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the employee has been abusing the leave privilege. Permanent employees with less than one year of service since their last date of hire may not anticipate sick leave.

An employee may elect to use annual or personal leave prior to anticipating sick leave.

**Section 11.** For the purpose of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

## **ARTICLE 15 CIVIL LEAVE**

**Section 1.** The Employer recognizes the responsibility of its employes to fulfill their civic duties as jurors and witnesses in court proceedings. The Employer agrees therefore to grant civil leave with pay to permanent employes:

a. Who have not volunteered for jury duty and are called for jury duty

or

b. Who are not a party in a civil or criminal court proceeding, but are subpoenaed as a witness to attend such a court proceeding.

Civil leave shall be granted for the period of time (including reasonable travel time) when the employe's regularly scheduled work is in conflict with the required court attendance time. An employe shall be eligible to receive a maximum of one (1) day's pay at their regular straight time rate (One (1) full shift) for each day of required court attendance.

If an employe works a second or third shift and their hours of work are not in conflict with the required court attendance time, the employe shall be granted civil leave equal to the required court attendance time plus reasonable travel time up to a full shift for each day of the required court attendance during either their regular shift immediately preceding or subsequent to the court appearance.

Evidence of such civil duty in the form of a subpoena or other written notification shall be presented to the employe's immediate supervisor as far in advance as possible.

**Section 2.** Permanent employes who are subpoenaed as witnesses or who are parties in the following administrative hearings shall be granted leave with pay while attending

such hearings: Unemployment Compensation Board of Review Referee, Workers' Compensation Referee, and Worker's Compensation Appeal Board.

Permanent employees who are subpoenaed as witnesses before the State Civil Service Commission or Pennsylvania Human Relations Commission shall be granted leave with pay while attending such hearings.

Evidence of such duty in the form of a subpoena or other written notification shall be presented to the employee's immediate supervisor as far in advance as practicable.

**Section 3.** The term court as used in this Article is intended to mean only the following courts: Minor Judiciary Court, Courts of Common Pleas, Commonwealth Court and the United States District Court.

**Section 4. a.** Permanent employees, while performing fire fighting duties, emergency medical technician duties, civil air patrol activities or emergency management rescue work during a fire, flood, hurricane or other disaster, may be granted leave with pay. Certified Red Cross disaster relief volunteers may be granted leave with pay to perform disaster relief work for the Red Cross during a state of emergency declared by the Governor.

b. Volunteer participation in fire fighting activities, emergency medical technician activities, civil air patrol activities, emergency management rescue work or disaster relief work for the Red Cross shall require the prior approval of the agency head. Employees absent from work for reasons under Subsection a of this section shall be required to obtain a written statement from the fire company, forest unit, emergency management agency, or other organization with which they served, certifying as to their activities during the period of absence.

## **ARTICLE 16 MILITARY LEAVE**

Employees shall be eligible for military leave as provided as follows:

### **Section 1. Military Reserve**

a. All permanent employees of the Commonwealth who are members of reserve components of the Armed Forces of the United States shall be entitled to military leave with compensation for all types of training duty ordered or authorized by the Armed Forces of the United States. Such training duty may either be active or inactive duty training and shall include but is not limited to:

- (1) Annual active duty for training
- (2) Attendance at service schools
- (3) Basic training
- (4) Short tours of active duty for special projects
- (5) Attendance at military conferences and participation in any command post exercise or maneuver which is separate from annual active duty for training or inactive duty training.

b. For military training duty as provided for in Subsection a of this section the maximum military leave with compensation is 15 working days per calendar year.

c. The rate of compensation for a military leave day shall be the employee's regular rate of compensation for the employee's regular classification.

### **Section 2. Pennsylvania National Guard**

a. In accordance with the Military Code as amended by Act 92 of 1975 and Act 174 of 1990, all permanent employees of the Commonwealth who are members of the Pennsylvania National Guard shall be entitled to military

leave with compensation for all types of training duty (active and inactive) or other military duty ordered or authorized by the Armed Forces of the United States. Such duty shall include but is not limited to:

- (1) Annual active duty for training
- (2) Attendance at service schools
- (3) Basic training
- (4) Short tours of active duty for special projects
- (5) Attendance at military conferences and participation in any command post exercise or maneuver which is separate from annual active duty for training or inactive duty training.
- (6) Other military duty.

b. For military training duty or other military duty as provided for in Subsection a of this section, the maximum military leave with compensation is 15 working days per calendar year.

c. Military leaves with compensation shall also be granted to members of the Pennsylvania National Guard on all working days during which, as members of the Pennsylvania National Guard, they shall be engaged in the active service of the Commonwealth as ordered by the Governor when an emergency in the Commonwealth occurs or is threatened, or when tumult, riot or disaster shall exist or is imminent.

d. The rate of compensation for a military leave day shall be the employee's regular rate of compensation for the employee's regular classification.

### **Section 3. General**

a. Permanent employees of the Commonwealth who leave their jobs for the purpose of entering voluntarily or involuntarily any branch of the Armed Forces of the United



States, any of its Reserve components or any of its National Guard components for the purpose of training or service shall be granted military leave without pay.

b. Employees who are on military leave without pay shall either have their duties performed by remaining employees and their positions kept vacant or they shall be performed by temporary substitutes.

#### **Section 4. Granting, Duration and Expiration of Military Leave Without Pay**

a. Military leave without pay must be granted for the following military services:

- (1) For all active duty served to a maximum of four years plus up to one year of voluntary extended active duty and all involuntary extensions of active duty.
- (2) For Reservists or National Guardsmen for initial active duty for training. A Reservist or Guardsman who is granted military leave without pay for initial active duty for training shall not have such military leave without pay count toward the maximum amount of time the employee may serve on active duty.
- (3) For Reservists or National Guardsmen for other military training duty. Employees who volunteer for additional duty not required as part of routine reserve training shall provide four weeks' notice to their immediate supervisor prior to the commencement of such duty. A Reservist or National Guardsman who is granted military leave without pay for other military training duty shall not have such

military leave without pay count toward the maximum amount of time the employee may serve on active duty.

**b. Military leave without pay shall expire:**

- (1) Under a (1) above 90 days following release from active duty or if the employee is hospitalized at the time of release from active duty, 90 days from the date of the employee's release from the hospital, provided that the hospitalization does not continue for more than a year after release from active duty.
- (2) Under a (2) above 31 days following release from initial active duty for training.
- (3) Under a (3) above the next regularly scheduled work day following release from other military training duty.

### **Section 5. Re-employment**

Every employee has the right to return to employment at the time of or prior to the expiration of military leave upon notifying the agency head of the desire and availability to return to Commonwealth service.

### **Section 6. Seniority Rights**

An employee who returns to employment at the time of or prior to the expiration of military leave shall be given such status in employment as would have been enjoyed if employment had been continuous from the time of entrance into the Armed Forces.

### **Section 7. Retirement Rights**

Employees who are granted military leaves may, under conditions provided in the Military Code (51 Pa. C.S. 7306)

and Chapter 43, Part III of Title 38 United States Code and in accordance with procedures prescribed by the State Employees' Retirement Board and the Public School Employees' Retirement Board, choose either to continue or discontinue making regular payments into their retirement accounts.

### **Section 8. Loss of Benefits**

Employees who are separated from the service by a discharge under other than honorable conditions, bad conduct, or dishonorable discharge shall not be entitled to any of the benefits of Section 3 through Section 9 of the Article (relating to military leaves without pay) except such vested rights as they may have acquired thereto by virtue of payments made into their retirement accounts.

### **Section 9. Physical Examination**

Employees shall be granted one day's leave with pay for the purpose of undergoing any physical examination that may be required in connection with entering the Armed Forces. An extension of such paid leave, not exceeding two additional days, may be approved by the agency if the employee certified in writing that more than one day is required to complete the examination.

**Section 10.** For the purpose of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

## **ARTICLE 17**

### **LEAVES OF ABSENCE WITHOUT PAY**

**Section 1.** Employees may be granted leaves without pay at the sole discretion of the Employer for any reason for a period not to exceed two years.

**Section 2.** Employees who are elected or appointed as Union officials or representatives shall be granted, at the written request of the employee, leaves without pay for the maximum term of office, not to exceed three years. Such leaves may be renewed or extended by written mutual consent of the Union and the Employer.

**Section 3.** Union officials or elected delegates shall be granted, subject to management's responsibility to maintain efficient operations, up to six weeks leave without pay each year without loss of seniority credit where such time is necessary to enable them to attend official union conventions or conferences. Employees may use accrued annual or personal leave for this purpose in lieu of leave without pay.

The following shall be recognized as official union conventions or conferences:

1. AFSCME Council 13 Convention
2. District Council Conventions
3. AFSCME International Convention
4. Pennsylvania AFL-CIO Convention
5. AFSCME Women's Conference
6. Coalition of Labor Union Women Conference
7. Leadership Institute (Steward/Officer Training) Conference
8. Black Labor Coalition Conference
9. Contract Interpretation Training Sessions held after the negotiation of a new collective bargaining

agreement for the purpose of disseminating contract interpretation information to delegates. An employee may be granted leave without pay with seniority credit to attend two contract interpretation training sessions during the life of a collective bargaining agreement.

10. Executive Board meetings of Council 13.
11. AFSCME Policy Committee except for contract ratification.

Requests for leave without pay with seniority credit for union officials or elected delegates will be forwarded to the Bureau of Labor Relations, Office of Administration, by AFSCME, Council 13, not less than three weeks prior to the date of each convention or conference. Each request will contain the name, classification, department and work location of the union official or delegate, in addition to the name of the conference or convention.

**Section 4.** After completing one year of service, an employee may be granted a leave of absence without pay at the sole discretion of the Employer for educational purposes. Such leave shall not exceed one year and shall not be granted more than once every four years.

**Section 5.** After completing six months of service, employees shall be granted, upon written request, extended leave without pay for illness for a period of at least two consecutive weeks, but not more than six months. If the illness or disability is due to a serious health condition as defined by the Family and Medical Leave Act, leave shall be granted for less than two consecutive weeks. The request, which shall be submitted in advance of the leave if circumstances permit, shall include proof of illness or disability in the form of a doctor's certificate which shall state a prognosis

and expected date of return.

If requested and properly documented as medically necessary, leave under this Section shall be approved on an intermittent or reduced-time basis.

After the employee has used an aggregate of six months of leave without pay under this section, the Employer is not required to grant subsequent leave without pay for this purpose unless six (6) months in an active pay status have elapsed from the termination of the last date of approved leave under this section.

This section shall not apply to a work-related injury.

**Section 6.** Upon request of the employee, an extension of up to an additional six months of leave without pay for illness shall be granted provided the employee provides proof of continuing illness or disability in the form of a doctor's certificate which shall state a prognosis and expected date of return. The extension shall be without benefits. Upon certification from the employee's doctor that the employee is able to return to work, the employee shall be offered a position in the same classification and seniority unit for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If such a position is not available, the employee shall be offered, during the remainder of the six-month period, any position in the same classification, in a lower classification in the same classification series, or a position previously held, within the same geographical/organizational limitation as the seniority unit, for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If the employee refuses an offer of a position in the same classification, the employee's rights under this section shall terminate. If the employee accepts a position in a lower classification or a position previously held, the employee will be offered a position in the same classification if there is a

vacancy in that classification during the remainder of the six-month period in the seniority unit, provided there are no seniority claims to the position, and the agency intends to fill the position.

This section shall not apply to a work-related injury.

**Section 7.** Employees shall not be required to use accumulated sick, annual, and/or personal leave prior to the commencement of a leave without pay.

**Section 8.** Upon the expiration of any approved leave of absence without pay, except as provided in Section 6 above and in Article 26, Section 7, the employee is entitled to return to a position in the same or equivalent classification within the agency, subject to the furlough provisions of Article 29, Seniority.

**Section 9.** It is understood by both parties that the provisions of Sections 5, 6, 7 and 8 are consistent with the Family and Medical Leave Act of 1993, 29 USC Section 2601 et seq and that leave granted in accordance with Sections 5, 6, 7 and 8 shall be designated as leave under the provisions of the Act.

## **ARTICLE 18 PARENTAL LEAVE**

### **Section 1. General**

All permanent employees of the Employer who become parents through childbirth or formal adoption or placement of a child with an employee for foster care shall be granted parental leave upon request.

## **Section 2. Granting Leave**

a. An employee shall submit written notification to the immediate supervisor stating the anticipated duration of the leave at least two weeks in advance if circumstances permit. Such leaves shall be granted for a period of time not to exceed six months. Upon the request of the employee and at the discretion of the agency head, parental leaves may be extended or renewed for a period not to exceed six months. In no case shall the total amount of leave exceed 12 months. Parental leaves shall begin whenever employees request; and may be used prior to the date of custody or placement when required for adoption or placement to proceed. No unpaid parental leave shall be granted beyond one year from the date of birth, of assuming custody of an adopted child or of placement of a foster child.

b. In no case shall an employee be required to leave prior to parental leave unless he/she can no longer satisfactorily perform the duties of his/her position.

c. While an employee is on parental leave, the duties of the position shall either be performed by remaining staff and the position kept vacant or they shall be performed by a substitute employee.

## **Section 3. Re-employment**

a. An employee shall have the right to return to the same position in the same classification held before going on parental leave, or to an equivalent position with regard to pay and skill.

## **Section 4. Seniority Rights**

Upon return from parental leave, an employee shall retain all seniority and pension rights that had accrued up to the time of leave. Seniority shall continue to accrue during parental leave.



### **Section 5. Annual, Personal, and Sick Leave**

An employee is entitled to use accrued sick leave for the period that she is unable to work as certified by a physician. An employee may use all accrued annual and/or personal leave at any time before, during or after parental leave. Unused leave shall be carried over until return. An employee shall not earn annual, personal, and sick leave while on parental leave without pay. Paid leave is not to be included when calculating the six (6) month entitlement.

### **Section 6. Guidelines**

Guidelines established by the Secretary of Administration regarding parental leave are published through the Directives Management System (Reference Management Directive 530.2). Guidelines regarding state-paid benefits while on parental leave are published through the Directives Management System (Reference Management Directive 530.4).

### **Section 7.**

It is understood by both parties that the provisions of this Article are consistent with the Pennsylvania Human Relations Act 43 P.S. Section 951 et seq. and the Family and Medical Leave Act of 1993, 29 USC Section 2601 et seq and that leave granted in accordance with this Article shall be designated as leave under the provisions of the Act.

## **ARTICLE 19 SALARIES AND WAGES**

**Section 1.** Effective July 1, 1996, each employee covered by this Agreement who is in an active pay status shall receive a general pay increase of two percent (2.0%). This increase is reflected in the Standard Pay Schedule in Appendix A.

**Section 2.** Effective July 1, 1997, each employee covered by this Agreement who is in an active pay status shall receive a general pay increase of three percent (3.0%). This increase is reflected in the Standard Pay Schedule in Appendix B.

**Section 3.** Effective July 1, 1998, each employee covered by this Agreement who is in an active pay status shall receive a general pay increase of three percent (3.0%). This increase is reflected in the Standard Pay Schedule in Appendix C.

**Section 4.** A permanent salaried employee whose salary exceeds the maximum of the employee's applicable pay range when the general pay increases outlined in Sections 1, 2 and 3 are effective shall receive the annual amount of the general pay increase in the form of a one-time cash payment rounded to the nearest dollar. The cash payment shall be paid no later than the next payday after the general pay increase is reflected in the paychecks of employees who are not above the maximum.

If an employee's rate of pay exceeds the maximum of the employee's applicable pay range before the general pay increase, but would not exceed the maximum after the general pay increase, the employee's rate shall be increased by an amount which will make it equal to the new maximum. The one-time cash payment for an employee in this situation shall be reduced by the amount of increase in the employee's annual rate of pay.

**Section 5. (a)** Employees hired into classifications covered by this Agreement shall be paid the minimum rate for the pay range assigned to their classification as reflected on the Standard Pay Schedule.

**(b)** The Commonwealth may hire employees at pay rates above the minimum rate of the assigned pay range. In such

cases, the Office of Administration will notify AFSCME Council 13 after it has approved the hiring above the minimum rate and before the above minimum appointments are made by the appointing authority.

**Section 6.** (a) Employees covered by this Agreement who have at least one year of service with the Commonwealth on January 31, will be eligible to receive a one step annual service increment effective on the first day of the first full pay period in January.

(b) During the term of this Agreement, employees who are at or above the maximum step of their pay range at the time they become eligible for an annual service increment as outlined in (a), shall receive the annual amount of a two and one-quarter percent (2.25%) increase in the form of a one-time cash payment rounded to the nearest dollar.

**Section 7.** (a) When an employee covered by this Agreement is promoted to another classification in a higher pay range, the employee shall receive an increase of four steps for each pay range the employee is promoted to or to the minimum of the new pay range, whichever is greater.

(b) When an employee covered by this Agreement is demoted (including demotions occurring as a result of furlough bump or furlough recall) to another classification in a lower pay range, the employee shall receive a decrease of four steps for each pay range the employee is demoted to or to the maximum of the new pay range, whichever is lesser.

(c) When an employee covered by this Agreement is transferred to another classification in the same pay range, the employee shall be placed at the same step in the pay range.

**Section 8.** The cash payments provided for in this Article shall not be added to the employee's base salary. They will require neither employee nor Employer retirement contribu-

tions, nor will these payments be considered compensation for the calculation of retirement benefits. The cash payments will be subject to dues and fair share fee deductions where applicable.

**Section 9.** An employee in an inactive pay status shall, upon return to active status, be entitled to the above general pay increases outlined in Sections 1, 2 and 3; the cash payments outlined in Section 4; and the annual service increments outlined in Section 6 where applicable.

**Section 10.** The salaries of employees shall be paid biweekly. In the event the payday occurs on a holiday, the preceding day shall be the payday.

**Section 11.** The policies regarding pay range revisions contained in the Commonwealth's Personnel Rules shall continue.

## **ARTICLE 20 OVERTIME**

**Section 1.** One and one-half of the employee's regular hourly rate of pay shall be paid for work under the following conditions:

a. For any work performed in excess of eight hours in any work day or in excess of 40 hours in any work week.

b. For employees whose work schedules consist of any 10 days within a consecutive 14 calendar day period as provided in Article 6, Section 6, for any work in excess of eight hours in any one work day or in excess of 80 hours in a pre-established bi-weekly work schedule.

c. There shall be no duplication of premium pay for the same hours worked under the provisions of Subsections a. and b. of this section.

d. The provisions of this Article are not applicable to employees in job classes formerly assigned to pay ranges 41 and above and identified as exempt in the Commonwealth's Pay Plan. However, except as provided hereafter in this subsection, such employees shall be granted their regular, straight-time rate of pay or, by mutual consent of the Employer and employee involved, compensatory time off one hour for each hour worked at a time to be agreed upon by the Employer. Existing methods of operation and practice concerning compensatory time for employees in exempt classifications who control their own work hours shall continue.

**Section 2.** The following items will be regarded as hours worked for the purpose of computing overtime pay under Section 1 of this Article:

- a. Hours worked, excluding standby time.
- b. Rest periods
- c. Holidays
- d. Annual leave.
- e. Compensatory leave; to be included in the period of occurrence for the purpose of computing overtime.
- f. Personal day leave.
- g. Sick leave.
- h. Administrative leave.

**Section 3.** Double an employee's regular hourly rate of pay shall be paid for work under the following conditions:

- a. An employee on a five day per week schedule shall be paid double time for hours worked on the second scheduled day off in the work week provided the employee is in an active pay status on the employee's five regularly scheduled work days and works the employee's first scheduled day off in the work week.

If such an employee is in an active pay status the employee's next five regularly scheduled work days and works the employee's next scheduled day off or next two scheduled days off, the employee shall be paid double time for hours worked on those days.

An employee who has been paid double time for the fourth scheduled day off shall be paid double time for all subsequent consecutive scheduled days off worked, provided the employee is in an active pay status on each of the five regularly scheduled work days of the associated work week.

b. An employee whose work schedule consists of any 10 days within a consecutive 14 calendar day period as provided in Article 6, Section 6, shall be paid double time for the second and/or fourth scheduled days off work; provided, in order to be eligible for double time on the second day off, the employee must be in an active pay status the first five regularly scheduled work days and work the first scheduled day off in the normal bi-weekly work period and, in order to be eligible for double time on the fourth day off, the employee must be in an active pay status the second five regularly scheduled work days and work the third scheduled day off in the normal bi-weekly work period. An employee on this work schedule shall be paid double time for the third scheduled day off; provided, in order to be eligible for double time on the third day off, the employee must be in an active pay status the first five regularly scheduled work days and the second five regularly scheduled work days, and work the first and second scheduled days off in the normal bi-weekly work period. An employee who has been paid double time for the fourth scheduled day off shall be paid double time for all subsequent consecutive scheduled days off worked provided the employee is in an active pay status the first five regularly scheduled work days in the normal bi-weekly work period, the first or first and second scheduled days off are worked, and the employee

is in an active pay status the second five regularly scheduled work days in the normal bi-weekly work period, if the third or third and fourth scheduled days off are worked.

c. For fifteen-minute rest periods, in the event employees are required to work through their rest period, while on premium overtime.

**Section 4.** By mutual agreement between the Employer, the Union and the employee involved, compensatory time at the appropriate rate may be granted in lieu of premium overtime pay. Such compensatory time is to be granted within the 90 calendar day period succeeding the date on which the overtime is worked. If a written request is received prior to or within 45 days after the date on which the overtime is worked, the compensatory time off shall, subject to management's responsibility to maintain efficient operations, be scheduled and granted as requested by the employee. If the Employer does not schedule the compensatory time in accordance with the employee's request, or at some other time mutually agreed to, prior to the completion of the 90 calendar day period succeeding the date on which the overtime is worked, the employee shall be compensated at the appropriate rate of pay in lieu of paid time off.

**Section 5.** The Employer will attempt to equalize overtime during each one-half calendar year between or among the employees within the same job classification within each equalization unit who have previously stated in writing a willingness to accept overtime assignments. When the need for overtime occurs, the Employer shall first seek to obtain volunteers for the performance of the overtime work among those employees who have stated a willingness to work overtime. In the event that there are an insufficient number of volunteers, the Employer shall have the right to assign such work on a non-volunteer basis beginning with

the least senior of those employees who has had the least assigned overtime on a non-volunteer basis during the period. Seniority status in this regard shall be Classification seniority. Nothing in this section shall require the Employer to accept as a volunteer or to assign overtime to an employee where the employee would be entitled to double time for such overtime work.

An employee declining overtime shall be credited with the overtime worked by the employee accepting or assigned to the overtime for equalization purposes. Employees may be passed over in order to comply with the equalization requirements.

An employee submitting a written statement of willingness to work overtime or withdrawing the written statement of willingness to work overtime after the beginning of a six-month equalization period shall be credited for equalization purposes with an amount of overtime equal to the maximum amount of credited overtime held by an employee in the same classification in the equalization unit at the time of submitting or withdrawing the statement. This paragraph shall be superseded by any existing or subsequent procedure mutually agreed upon in writing by the Employer and the Union at an agency, institutional or local agency level.

Lists showing accumulations of overtime within each equalization unit during the preceding six-month period shall be posted every six months.

Equalization units may be changed by written agreement of the parties. If either party requests a change to an established equalization unit, the matter shall be discussed at labor-management meetings at appropriate local levels. If agreement is not reached, either party can request that an unresolved equalization unit issue be submitted to a committee consisting of representatives of the Union and representatives of the Office of Administration and the department or agency. After a period of 45 days from the date of



the request to submit the unresolved issue to the Committee, either party can request that an unresolved equalization unit issue be submitted to an arbitration panel.

The arbitration panel shall consist of one Union staff member, one staff member of the Employer, and one impartial arbitrator jointly selected by the parties. Until a new equalization agreement is put into effect, the parties will continue to abide by the existing written equalization agreement. If no written equalization unit agreement is in effect, the parties agree to continue the existing method of assigning overtime until a written overtime equalization unit is put into effect.

An employee in a bargaining unit covered by this Agreement who is temporarily assigned to a position in a first level supervisory unit will have overtime equalized with other appropriate employees in the temporarily assigned classification in the first level supervisory unit during the temporary assignment. In this situation, the employee will be credited with the maximum amount of credited overtime held by an employee in the same classification in the equalization unit at the time the employee begins the temporary assignment and/or at the time the employee ends the temporary assignment.

**Section 6.** Employees who are required to remain on duty during meal periods shall be compensated for these periods at the appropriate rate of pay. Employees who are not permitted to take rest periods during their regular shifts shall have that time counted as time worked in addition to that which is provided for in Section 2.

**Section 7.** Payment for overtime is to be made the pay day of the first pay period following the pay period in which the overtime is worked. For the purpose of this section, and in the determination of this time, pay periods will be consid-

ered as after-the-fact.

**Section 8.** There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked. Time worked on holidays during an employee's regular shift shall not be excluded from hours worked for the purpose of determining eligibility for overtime pay under Section 1 of this Article.

**Section 9.** When permanent full-time employees who normally perform a certain type of work within a seniority unit are on furlough, the Employer will not schedule other employees within the seniority unit to perform the same type of work on an overtime basis where such furloughed employees have the skill and experience to perform such work if the overtime involves full shifts and is expected to extend on a regular basis, for a period of four or more weeks.

## **ARTICLE 21 SHIFT DIFFERENTIAL**

**Section 1.** An employee whose work shift consisting of 7½ or 8 work hours on a scheduled work day begins before 6:00 a.m. or at or after 12:00 noon will be paid a shift differential of 75 cents per hour for all such hours worked on that shift. Effective July 1, 1997, the shift differential shall be increased to 80 cents per hour. Effective July 1, 1998, the shift differential shall be increased to 85 cents per hour.

**Section 2.** Employees who work overtime on their work shift as described in Section 1, or who work not less than a full 7 1/2 or 8 hour shift which begins before 6:00 a.m. or at or after 12:00 noon on a day other than a scheduled work day will receive the shift differential for each non-premium

hour worked and will have the shift differential included in the base rate for the purpose of computing the appropriate overtime premium rate.

An employee who works overtime after or before a scheduled work shift for which shift differential is not applicable, whether or not the overtime work is for a full 7½ or 8 hour shift, shall not receive shift differential or have it included in the base rate for computing the overtime premium rate.

**Section 3.** This Article shall apply to Houseparents at the Scotland School for Veterans Children.

## **ARTICLE 22 CALL TIME**

**Section 1.** Employees who have been called in to work outside of their regular shift schedule shall be paid at the appropriate rate for the hours worked or a minimum of three hours' pay at the employee's regular straight time hourly rate, whichever is greater. Call time pay begins when employees report to their assigned work site ready for work. Employees will be permitted to leave the work site when the work assignment that is the reason for the call time is completed unless the employee's scheduled work shift has commenced. There shall be no duplication of hours or pay.

**Section 2.** The provisions of Section 1 above are not applicable to Forest Technicians and Foresters I and II when called to fight fires. Such employees when called out to fight fires shall be guaranteed two hours of work on a portal to portal basis.

**Section 3.** Call time provisions shall not be applicable to

the raising and lowering of flags at government installations.

**Section 4.** Unless provided otherwise herein, the provisions of Section 1 shall be applicable to any work assignment that is separated from the employee's regular shift schedule or other work assignment by a break in time other than a meal period. Section 1 shall not be applicable to scheduled overtime where the past practice has been to schedule certain work assignments on a regular basis without being subject to any minimum hours or pay.

## **ARTICLE 23 STANDBY TIME**

An employee is on standby during the period that the employee is required to remain at home and to be available for emergencies. Only employees who are required to be on standby are entitled to the compensation hereafter set forth. Such employees shall, at the Employer's discretion, either be paid 25% of their regular base pay for such standby time or receive compensatory time off equivalent to 25% of such standby time. Employees shall be considered to be on standby time until officially released. Standby time shall not be considered hours worked for the purpose of overtime computation. An employee shall not be considered to be on standby time while being paid for call time.

## **ARTICLE 24 LIFE INSURANCE**

**Section 1.** The Employer shall continue to assume the entire cost of the insurance coverage for eligible employees as set forth in the currently existing life insurance plan as

modified by Section 2. The amount of insurance is based on the employee's annual pay rate in effect on the preceding January 1, rounded to the nearest \$1,000, but not to exceed \$40,000. The amount will be reduced to 65% on the date the insured individual reaches age 70 and to 50% on the date the insured individual reaches age 75.

**Section 2.** a. Permanent employees who are granted sick leave without pay or parental leave without pay will continue to receive 100% State-paid coverage under the current life insurance plan for up to six months. Permanent employees who are on sick or parental leave without pay for longer than six months may remain in the program for an additional six month period by paying the entire premium. Permanent employees who are granted family care leave will continue to receive 100 percent State-paid coverage under the current life insurance plan for up to twelve (12) weeks. Permanent employees who are granted injury leave (paid and unpaid) will continue to receive 100 percent State-paid coverage under the current life insurance plan for up to twelve (12) months or, if only paid leave is used, beyond 12 months until the paid leave is exhausted.

b. Except as provided in c. below, those permanent employees who are placed on suspension or who are granted leave without pay for any reason other than sickness, parental, family care, or injury leave for longer than one full pay period may remain in the program for up to one year by paying the entire premium.

c. Permanent employees who are regularly placed on leave without pay for one to three months every year due to cyclical work schedules or weather conditions will continue to receive 100% State paid coverage for the period they are on leave. If the leave extends beyond the regular leave period, employees may remain in the program for up to one year by paying the entire premium.

**Section 3.** The Employer shall continue to provide each employe who is covered under the currently existing life insurance plan with fully paid accidental death benefits for work-related accidental deaths. The amount of coverage is \$10,000, unless the surviving spouse or minor children are entitled to benefits under Act 101 of 1976.

## **ARTICLE 25 HEALTH BENEFITS**

### **Section 1. Pennsylvania Employees Benefit Trust Fund**

(a) A jointly administered, multi-union, Health and Welfare Fund has been established under the provisions of an Agreement and Declaration of Trust executed by and between the Union and the Employer.

This jointly administered Fund is known as the Pennsylvania Employees Benefit Trust Fund (hereinafter Fund). The Fund shall conform to all existing and future Federal and Commonwealth statutes applicable to and controlling such Health and Welfare Fund.

Said Agreement and Declaration of Trust shall provide for equal representation on the Board of Trustees appointed by the Unions and the Employer. In addition, the Agreement and Declaration of Trust will allow the Fund to provide benefits to management level and retired employes, as well as employes represented by other unions and other employers in the Commonwealth of Pennsylvania.

(b) The Board of Trustees of the Fund shall determine in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust the extent and level of such hospital, medical/surgical and major medical health coverage, supplemental benefits and other benefits to be extended by the Fund.

(c) The Employer shall contribute to the Fund the

amounts indicated below on behalf of each permanent full-time employee eligible for benefits and covered by this Agreement:

November 1, 1996 - June 30, 1999 \$190.00 bi-weekly per employee

The contributions for permanent part-time employees, who are eligible for benefits and expected to be in an active pay status at least 50% of the time every pay period, will be 50% of the above referenced rates.

The Employer shall contribute to the Fund, during the period from November 1, 1996 through June 30, 1999 on behalf of each temporary employee, except temporary pool employees, 44.5 cents per hour. This amount is based on the hours each employee is paid excluding overtime, standby time and call time hours.

(d) The Employer shall make aggregate payments of contributions together with an itemized statement to the Fund within one month from the end of the month in which the contributions were collected.

(e) All benefits extended by the Fund must be designed to be excludable from the "regular rate" definition of the Fair Labor Standards Act, unless hereinafter required by federal law to be included.

(f) No dispute over eligibility for benefits or over a claim for any benefits extended by the Fund shall be subject to the grievance procedure established in any collective bargaining agreement, except as otherwise specifically provided within this Article .

(g) It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be hereby charged with any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the Fund. It is expressly agreed that the Employer's liability, in any and every event, with respect to benefits extended by the Fund

shall be limited to the contributions indicated under paragraph (c) above.

**Section 2.** The provisions of Sections 3 through 7 shall be modified to the extent the hospital, medical/surgical and major medical health coverage and other benefits as determined and extended by the Fund and/or the Retired Employees Health Program is modified for current and/or future employees and annuitants by and through the Pennsylvania Employees Benefit Trust Fund as provided for in Section 1 of this Agreement.

**Section 3.** The Fund shall continue to provide each permanent full-time active employee with hospital, medical/surgical and major medical health coverage, a Health Maintenance Organization (HMO) Option, a Preferred Provider Organization (PPO) or health benefits delivery system and/or other benefits as determined and extended by the Fund. In addition, it shall provide dependency coverage where the dependents of the employee qualify.

**Section 4.** The Fund shall continue to provide permanent part-time employees who are expected to be in an active pay status at least 50% of the time every pay period with hospital, medical/surgical and major medical health coverage and other benefits as determined and extended by the Fund. In addition, it shall provide 50% dependency coverage where the dependents of the employee qualify. Such employees shall contribute an amount determined by the Fund's trustees toward the cost of coverage.

**Section 5.**

a. Permanent employees who are granted sick leave without pay or parental leave without pay may continue to receive benefits as determined and extended by the Fund



for up to six months. Permanent employees who are granted family care leave may continue to receive benefits as determined and extended by the Fund for up to 12 weeks. Permanent employees who are granted injury leave (paid and unpaid) may continue to receive benefits as determined and extended by the Fund for up to 12 months or, if only paid leave is used, beyond 12 months until the paid leave is exhausted.

b. Except as provided in c. below, permanent part-time employees and those permanent full-time employees who are placed on suspension or who are granted leave without pay for any reason other than sickness, parental leave, family care leave or injury leave for longer than one full pay period or who are on leave longer than the applicable period specified in a. above, will be permitted to continue coverage on a direct pay basis at a rate to be determined by the Fund but no greater than the COBRA rate.

c. Permanent full-time employees and permanent part-time employees who are eligible for benefits and who are regularly placed on leave without pay for one to three months every year due to cyclical work schedules or weather conditions will continue to receive benefits as determined and extended by the Fund for the period they are on leave. If the leave extends beyond the regular leave period, employees will be permitted to continue coverage on a direct pay basis at a rate to be determined by the Fund but no greater than the COBRA rate.

d. The Employer shall continue to make full contributions to the Fund for permanent full-time employees for the period of time for which they are entitled to benefits under Section 5 a or c and 50% contributions for permanent part-time employees for the period of time for which they are entitled to benefits under Section 5 a or c.

## **Section 6.**

a. The Employer shall allow each individual who was eligible as an active employee under the hospital, medical/surgical and major medical health plan or an HMO, PPO, or similar health benefits delivery system to elect coverage upon retirement under the Retired Employees Health Program. In addition, dependency coverage shall be allowed where the dependents of the annuitant qualify under such Program.

The Employer shall continue to pay the cost of coverage under the Retired Employees Health Program, as that Program is developed and administered in a cost effective and beneficial manner by the Fund, subject only to the prior approval of the Office of Administration and in accordance with the terms and conditions of the Retired Employees Health Program Participation Agreement between the Employer and the Fund.

b. The Employer shall continue to pay the entire cost of coverage for annuitants who retire under (1), (2) or (3) below and who have elected coverage under the Retired Employees Health Program:

- (1) Retirement at or after superannuation age with at least 15 years of credited service in the State and/or Public School Retirement Systems, except that
  - (a) an employee who leaves State employment prior to superannuation age and subsequently retires at or after superannuation age must have 25 years of credited service in the State and/or Public School Retirement Systems,
  - (b) an employee who is furloughed prior to superannuation age and subsequently retires at or after superannuation age

- during the recall period must have 15 or more years of credited service in the State and/or Public School Retirement Systems,
- (c) an employee who leaves State employment prior to superannuation age and is subsequently rehired and then retires at or after superannuation age must have 15 or more years of credited service in the State and/or Public School Retirement Systems with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the Retired Employees Health Program prior to the most recent rehire period, this three year requirement will not apply.
  - (d) an employee who leaves State employment subsequent to superannuation age and is subsequently rehired and then retires must have 15 or more years of credited service in the State and/or Public School Retirement System with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for

Employer paid coverage in the Retired Employees Health Program prior to the most recent rehire period, this three year requirement will not apply.

- (2) Disability retirement, which requires at least five years of credited service in the State and/or Public School Retirement Systems, except that, if an employee had previously qualified based on an approved disability retirement, then returns and retires under a normal or early retirement, he or she must retire at or after superannuation age with 15 or more years of credited service in the State and/or Public School Retirement Systems or 25 years of credited service in the State and/or Public School Retirement Systems or
- (3) Other retirement with at least 25 years of credited service in the State and/or Public School Retirement System, except that an employee who leaves State employment, is subsequently rehired and retires must have at least 25 years of credited service in the State and/or Public School Retirement Systems with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the Retired Employees Health Program prior to the most recent rehire period, this three year requirement will not apply.

**Section 7.** When an employee dies as a result of a work-related accident, the Fund shall continue to provide hospital, medical/surgical and major medical health coverage, HMO, PPO or other health benefits delivery system to the spouse and eligible dependents of the employee until the spouse remarries or becomes eligible for coverage under another employer's health plan. Annual certification of non- coverage will be required.

The hospital, medical/surgical and major medical health plan, HMO, PPO or other health benefits delivery system will be converted to the Retired Employees Health Program at the time when the employee would have reached age 60.

## **ARTICLE 26 WORK-RELATED INJURIES**

**Section 1.** An employee who sustains a work-related injury, during the period of this agreement, as the result of which the employee is disabled, if so determined by a decision issued under the operation of the Workers' Compensation program, shall be entitled to use accumulated sick, annual, or personal leave or injury leave without pay. While using accumulated leave, the employee will be paid a supplement to workers' compensation of full pay reduced by an amount that yields a net pay, including workers' compensation and social security disability benefits, that is equal to the employee's net pay immediately prior to the injury. Net pay prior to injury is defined as gross base pay minus federal, state, and local withholding, unemployment compensation tax, Social Security and retirement contributions. One full day of accumulated leave (7.5 or 8 hours as appropriate) will be charged for each day the supplement is paid. Accumulated leave and injury leave without pay may be used for an aggregate of 12 months or for the duration of

the disability, whichever is the lesser, except that, if only accumulated leave is used, it may be used beyond 12 months until exhausted or until the disability ceases, whichever occurs sooner. In no case, however, will the aggregate of 12 months extend beyond three years from the date the injury occurred. If no leave is available under this Section, the provisions of Section 14 may apply.

For temporary employees, accumulated leave and injury leave without pay shall be available for up to an aggregate of 12 months, for the duration of the disability or for the scheduled duration of the temporary employment, whichever is the least. In no case, however, will the aggregate of 12 months extend beyond three years from the date the injury occurred.

The employee election to use or not use accumulated leave under this section cannot be changed more than once.

**Section 2.** An employee who works a reduced number of hours (part-time) due to partial disability may use leave in accordance with Section 1. Pay for accumulated leave used will be calculated in accordance with Section 1, based on the net amount of lost earnings.

**Section 3.** Retirement credited service for the period of time that the employee is using leave under this Article, shall be determined in accordance with the State Employees' Retirement Code.

**Section 4.** At the expiration of the leave under Section 1, if an employee continues to receive Workers' Compensation, the employee will be placed on leave without pay in accordance with Section 7 below and will not be entitled to receive state-paid benefits.

**Section 5.** An employee is required to refund to the

Employer the amount of any overpayment. In no case shall an employee be entitled to full pay and workers' compensation and/or social security for the same period. The Employer shall recover any amount in excess of the paid supplement to workers' compensation as described in Section 1. Failure to apply for or report Social Security or other applicable disability benefits to the Employer will result in the termination of the leave under Section 1.

**Section 6.** State paid coverage for life insurance, hospital and medical insurance and supplemental benefits as provided in Articles 24 and 25 will continue for the period of time that the employee is on leave under Sections 1 and 14.

**Section 7.** An employee has the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three years from the date the injury occurred provided the employee is fully capable of performing the duties of that position, subject to the furlough provisions of Article 29, Seniority. This guarantee expires if the disability ceases prior to the expiration of the three year period and the employee does not return to work immediately or if the employee retires or otherwise terminates employment. During the period of time between the end of the leave under Section 1, or Sections 13 or 14, where applicable, and the end of the guarantee in this Section, the employee will be on leave without pay.

During the three-year period, employees who are not fully capable of performing the duties of their position shall have, upon request, a right to return to an available position in a lower classification, within the same geographical/organizational limitation as the seniority unit, to which there are no seniority claims and which the agency intends to fill, provided the employee meets the minimum requirements and qualifications essential to the work of the classi-

fication and the employee is fully capable of performing the duties of the position. If an employee returns to a position in a lower classification, the employee will be demoted in accordance with the Commonwealth's Personnel Rules, but shall maintain the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three years from the date the injury occurred, provided the employee is fully capable of performing the duties of that position, subject to the furlough provisions of Article 29, Seniority.

Disabled employees receiving Workers' Compensation will be notified 90 days prior to the expiration of the three year period. The notification will include information concerning the employee's right to apply for disability retirement, if eligible. If the employee does not receive 90 days notice, the employee's right to return will not be extended. However, the leave without pay will be extended for 90 days from the date of notification to enable the employee, if eligible, to apply for disability retirement.

Effective for injuries occurring on or after July 1, 1994, the right of return for temporary employees shall be limited to the scheduled duration of the temporary employment.

**Section 8.** The compensation for disability retirement arising out of work- related injuries shall be in accordance with the State Employees' Retirement Code.

**Section 9.** An employee who sustains a work-related injury, during the period of this Agreement, if so determined by a decision issued under the operation of the Workers' Compensation Program, may use sick, annual, or personal leave for the purpose of continued medical treatment of the work-related injury in accordance with Articles 11, 13, and 14. If no paid leave is available, an employee may use leave without pay. Each absence shall not exceed the minimum



amount of time necessary to obtain the medical treatment. Employees shall make reasonable efforts to schedule medical appointments during non-work hours or at times that will minimize absence from work. Verification of the length of the medical appointment may be required. This section is not applicable to any absence for which workers' compensation is payable. When workers' compensation is payable, the provisions of Section 1 shall apply.

**Section 10.** Sections 4, 6, and 8 of this Article shall not apply to temporary employees who are injured on and after July 1, 1994.

**Section 11.** The Commonwealth agrees to the use of modified duty where the employee is able to work only in a limited capacity and the prognosis for the injury indicates that the employee will be able to resume all of the duties of the employee's classification in a reasonable period of time. The Employer may terminate a modified duty assignment when it becomes apparent that the employee will not be able to resume the full duties of the employee's classification within a reasonable period of time.

Under the modified duty concept, the employee will be retained without loss of pay or status. The Employer may assign the employee duties outside their classification and bargaining unit, outside their previously assigned shift and/or outside their overtime equalization unit. To facilitate the implementation of modified duty assignments, schedule and assignment changes may be implemented as soon as practicable. If the employee is unable to resume all of the duties of the employee's classification within a reasonable period of time, the Employer may demote or laterally reclassify the employee to an appropriate classification, taking into account the duties and responsibilities the employee is capable of performing and subject to the protections

afforded by Federal and State Statutes.

**Section 12.** Sections 1 through 11, 13 and 14 of this Article shall not be applicable to employees whose injuries are within the scope of either Act 193 of 1935, P.L. 477, as amended, or Act 632 of 1959, P.L. 1718, as amended.

**Section 13.** An employee who sustained a work-related injury prior to the effective date of this Agreement shall be covered by the provisions of Article 26, Work-Related Injuries, of the Agreement between the Commonwealth of Pennsylvania and AFSCME effective July 1, 1993 through June 30, 1996. An employee who is disabled due to a recurrence of such injury on or after July 1, 1996, but within 3 years from the date the injury occurred shall be entitled to use accumulated leave and injury leave without pay while disabled for a period of up to 12 months in accordance with Section 1 of the Agreement effective July 1, 1996 through June 30, 1999. The 12 month period shall be reduced by any work-related disability leave used in accordance with Section 1 of Article 26, Work-Related Injuries of the Agreement effective July 1, 1993 to June 30, 1996. If no leave is available under this Section, the provisions of Section 14 may apply.

**Section 14.** An employee who is disabled due to a recurrence of a work-related injury after three years from the date the injury occurred, or before three years if the leave entitlement in Section 1 or 13 has been depleted, shall be entitled to use accumulated leave and injury leave without pay while disabled for a period of up to 12 weeks. To be eligible to use injury leave without pay, the employee must have been at work at least 1250 hours within the previous 12 months. The 12 week period will be reduced by any other leave used within the previous 12 months that was desig-

nated as leave under the provisions of the Family and Medical Leave Act. If only accumulated leave is used, it may be used beyond 12 weeks until exhausted or until the disability ceases, whichever occurs sooner. While using accumulated leave, the leave will be charged and paid in accordance with Section 1. This Section applies to injuries sustained before, on, or after July 1, 1996.

**Section 15.** It is understood by both parties that the provisions of this Article are consistent with the Family and Medical Leave Act of 1993, USC Section 2601 et seq. and that leave granted in accordance with Sections 1, 13, and 14 shall be designated as leave under the provisions of the Act.

**Section 16.** It is understood by both parties that the provisions of this Article are consistent with the Americans with Disabilities Act.

## **ARTICLE 27 CLASSIFICATION**

**Section 1.** The position classification plan, as established and maintained by the Employer, consists of a schedule of classification titles with classification specifications for each classification which define and describe representative duties and responsibilities and set forth the minimum requirements and qualifications essential to the work of the classification. Only in those instances where there is a substantial change in permanent job duties or job content during the term of this Agreement which justifies a change in job classification, the employees may process an appeal for a reallocation of their position through the grievance procedure as set forth in this Agreement, except that Step 5, Arbitration, shall be replaced by Section 2 of this Article.

When the employee submits a grievance in Step 1, the employee shall attach to the grievance a description of the job. Employer determinations prior to Step 4 can be reversed by the Office of Administration.

If a determination is made by the Employer in the course of an employee appeal that a position should be upgraded, the employee shall be promoted retroactively to the date the grievance was filed in writing.

If a final determination is made by the Employer in the course of an employee appeal or an Employer-initiated classification review that a position should be downgraded, the employee shall be demoted to the proper classification and pay range at the nearest level (step) not greater than the employee's current salary. If the employee's salary is greater than the maximum level (step) of the lower pay range, there shall be no reduction in salary. The effective date of the classification change shall be the first day of the first pay period subsequent to the response.

If a final determination is made by the Employer in the course of an employee appeal or an Employer-initiated classification review that a position should be reclassified to another class in the same pay range, the effective date of the classification change shall be the first day of the first pay period subsequent to the response.

**Section 2.** The Union, in response to an unfavorable decision at Step 4 may submit classification appeals to an arbitration panel. The panel shall consist of three members; one member appointed by the Employer, one member appointed by the Union, and a third member selected by the parties jointly from a list of five names to be mutually agreed upon by the Employer and the Union. The third member shall not be affiliated, directly or indirectly, with any labor organization or be an employee of the Commonwealth and must be knowledgeable in the field of

position classification.

The panel shall neither add to, subtract from nor modify the provisions of this Article nor recommend any alterations or revisions to the Commonwealth's classification and compensation plans. The panel shall be confined to deciding the proper classification in the then existing classification plan for the position in dispute.

The findings of the panel shall be submitted to the parties within 30 days after the hearing or receipt of transcript when taken. The determination of the panel shall be final and binding in those cases where an employee's position is downgraded as a result of an employee appeal or an Employer-initiated classification review. In all other cases the decision of the panel shall be advisory only as to the Employer.

The panel shall meet monthly if necessary for the purpose of hearing appeals under this section.

**Section 3.** The Union recognizes the right of the Employer to direct its working force, which includes the assignment of work to individual employees and it further recognizes that such assignments may include work outside an employee's classification.

However it is understood that assignments outside of classification shall be made in a manner consistent with the Employer's operations and organizational requirements.

Whenever an employee temporarily is charged to perform in general the duties and responsibilities of a position in a higher rated classification that are separate and distinct from those of the employee's own position for a period of any five full cumulative days in a calendar quarter, the employee shall be compensated, retroactive to the time the assignment took place, at an amount equal to four and one-half percent of the employee's current rate of pay, or at the starting rate of the pay range for the higher class, whichever

er is greater. Employees who are charged to perform higher class work for a full day and who take leave for a portion of that day will be compensated, in increments of 1/4 hour, for the partial day worked in the higher class after the five full day threshold has been met. An employee while temporarily working and being paid in a higher class will also be paid at the higher rate for a holiday provided the employee is charged to perform the higher level duties on the employee's scheduled workday immediately before and immediately after such holiday and is paid at the higher rate on those days. The holiday shall not count toward the requirement for five full cumulative days in a quarter. Once the requirement for the five full cumulative day threshold has been met, payment will be included in the bi-weekly paycheck. If the position is filled permanently by other than the employee temporarily filling the position, the employee temporarily assigned shall be returned to their previous position and compensation, but shall receive any increments and service credits for such increments to which they would have been entitled had they remained in their normal assignment. An employee or employees shall not be temporarily assigned to perform in general the duties and responsibilities of a position in a higher rated classification for more than nine continuous months or the length of the leave of absence of the employee being replaced, whichever is greater.

In addition, if the Employer assigns an employee on a temporary basis to a lower classification or if an employee temporarily performs some duties and functions assigned to a lower classification, the employee so assigned shall receive the compensation of the higher level to which the employee is regularly assigned. The Employer, however, at any individual work site shall make such assignments on a non-discriminatory basis so as to equalize the same among the employees within the classification from which assign-

ments are made, so long as such equalization does not interfere with efficient operating procedures.

Grievances arising from Sections 3 and 4 of this Article shall be submitted in writing and the employee shall attempt to include the dates on which the alleged out of class work occurred and a description of the alleged higher level work performed. The failure of the employee to provide the required information will not affect the validity of the grievance. Grievances pertaining to this section may be processed through an arbitration panel consisting of one Union staff member, one staff member of the Employer, and one permanent arbitrator jointly selected by the parties who is knowledgeable in the field of position classification. The decision of the arbitration panel shall be final and binding.

**Section 4.** If an employee works out of class in a position in a higher rated classification within the seniority unit for 113 or more full days in a year, the Employer will post a vacancy in that classification in that seniority unit which shall be filled in accordance with Article 29.

The Employer will not rotate the higher level assignment of employees or equipment for the purpose of circumventing the 113 day rule.

This section shall not apply where an employee is assigned to perform the duties of a position in a higher rated classification to replace another employee on an approved leave of absence.

**Section 5.** Under Sections 2, 3 and 4 above, all fees and expenses of the arbitrator shall be divided equally between the parties except where one of the parties of this Agreement request a postponement of a previously scheduled arbitration meeting which results in a postponement charge. The postponing party shall pay such charge unless such postponement results in a settlement of the appeal in

which event the postponement charge shall be divided equally between the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

**Section 6.** The Employer and the Union agree to create a Job Evaluation Committee. The Committee will perform the following functions:

- a. Compress the existing Classification Plan consistent with pay equity principles;
- b. Review the creation of new classifications; and
- c. Review modifications to the compressed plan.

Any dispute over job specification content or pay group will be submitted to an Arbitration Panel within 45 days of the submission of the issue to the Job Evaluation Committee. The Arbitration Panel shall be composed of three members; one appointed by the Union, one appointed by the Employer and the third to be mutually agreed upon or selected from a list of arbitrators supplied by the Pennsylvania Bureau of Mediation. The decision of the Panel shall be advisory to the parties to this Agreement.

## **ARTICLE 28**

### **DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE**

**Section 1.** The Employer shall not demote, suspend, discharge or take any disciplinary action against an employee



without just cause. An employee may appeal a demotion, suspension, or discharge beginning at the third step of the standard grievance procedure or at the first step of the Accelerated Grievance Procedure, within 15 working days of the date of its occurrence. The appropriate district council and local of the Union shall be notified promptly by the Employer of any suspension, discharge or demotion provided, however, the requirement to notify the district council and local of the Union will not be applicable if the Union has not informed, in writing the agency or institution of the applicable district council and local for the employee involved. The failure of the Employer to comply with the preceding notification requirements will not affect the validity of the action, but will suspend the time period set forth above until the notification is sent.

**Section 2.** Any action instituted under Section 1 of this Article shall be implemented within a reasonable period of time after the event giving rise to such disciplinary action or knowledge thereof.

**Section 3.** In the event any action is taken by the Employer under the provisions of this Article which involves patient abuse and a grievance is filed by an employee, the arbitrator shall not consider the failure of the patient to appear as prejudicial.

**Section 4.** The Employer will attempt to discipline employees in such a manner so as not to embarrass the employee before the public or other employees. It must be kept in mind, however, that where insubordination or flouting of authority by an employee in public and in the presence of other employees takes place, the Employer shall not be restricted by the operation of this section.

**Section 5.** The provisions of Section 1 shall not apply during the initial 180 calendar days of probationary employment. The probationary period can be extended by written agreement between the Employer and the appropriate local or district council of the Union for an additional period, during which time Section 1 shall not apply. Periods of leave without pay and periods of time during which an employee is using paid leave to supplement workers' compensation shall not count toward the initial 180 calendar days or any extension period.

A temporary employee who receives a permanent position through the process set forth in Article 29, Section 20 will serve a 180 calendar day probationary period in the permanent position. The probationary period can be extended by written agreement between the Employer and the appropriate local or district council of the Union for an additional period. During the 180 calendar day probationary period, or any extension period, the employee will have a limited right to the grievance and arbitration procedure for discharge for unsatisfactory work performance. The burden of proof shall rest upon the Employer to prove unsatisfactory work performance. Periods of leave without pay and periods during which an employee is using paid leave to supplement workers' compensation shall not count toward the initial 180 calendar days or any extension period.

**Section 6.** This Article shall not apply to demotions resulting from an employee appeal, an Employer-initiated classification review or unsuccessful completion of a probationary period upon promotion.

**Section 7.** The Employer and the Union agree to continue the alternative forms of discipline in lieu of suspension actions program in accordance with the side letter dated May 31, 1996.

**Section 8.** An employee who is the subject of an Inspector General investigation will be notified when the investigation is concluded. The employee who is not being subject to disciplinary action will be notified at the conclusion of the investigation that the allegations were either “unfounded” or “unsubstantiated”. An employee shall be deemed a subject of an investigation when the employee has been accorded a “subject interview”.

**Section 9.** The Commonwealth agrees to meet and discuss at the request of the Union over the SEAP Program. It is understood that the Union has not waived its right to negotiate over Conditions of Continued Employment for individual employees.

## **ARTICLE 29 SENIORITY**

**Section 1.** Under the terms of this Agreement, the term “seniority” means a preferred position for specific purposes which one employee within a seniority unit may have over another employee within the seniority unit because of a greater length of service within the state government or a particular organizational or occupational segment thereof.

a. Classification seniority standing shall be determined by the length of unbroken (as defined in Section 2) service with the Employer in the employee’s current classification. An employee whose position has been downgraded will have service in the higher classification counted toward classification seniority in the lower classification.

b. Master Agreement seniority standing for the purpose of promotion, furlough and shift preference shall be determined by the length of unbroken (as defined in Section 2) service with the Employer in rank and file classifications

subsequent to July 1, 1973 in all bargaining units included in this Agreement. For employees who occupied a rank and file classification covered by this Agreement on July 1, 1973, all unbroken service with the Employer prior to July 1, 1973 will be counted toward Master Agreement seniority, except for leaves of absence without pay for four weeks or more. Employees who did not occupy rank and file classifications on July 1, 1973 but did so prior to that date will have such service in rank and file classifications counted toward Master Agreement seniority, if there has been no break in service, except for leaves of absence without pay of four weeks or more.

c. Employees who served in the Armed Forces of the United States during periods of time listed below shall be responsible for providing proof of military service to their personnel officer within 60 days of their first day of work in order to receive seniority credit in accordance with the Veteran's Preference Act 51 Pa. C.S. 7101 et. seq. Failure to provide the required proof of service during the time period shall bar the employee or union from claiming credit for such service at a later date.

Applicable periods are as follows:

- (1) World War I-April 6, 1917-November 11, 1918
- (2) World War II-December 7, 1941-September 2, 1945
- (3) Korea-June 25, 1950-July 27, 1953
- (4) Vietnam-August 5, 1964-January 28, 1973

d. Seniority credit for each employee is maintained as a total number of days. Employees will accrue seniority in accordance with the following procedure: The number of regular hours paid each biweekly pay period plus the number of hours of military leave without pay; leave without pay for union business in accordance with Article 17, Section 3; leave without pay for work-related injuries in

accordance with Article 26; sick leave without pay in accordance with Article 17, Sections 5 and 6; parental leave without pay in accordance with Article 18, Section 2 and Family Care Leave Without Pay in accordance with Article 41 will be accumulated. This total number of hours will be divided by 7.5 or 8 as applicable and rounded up to the next higher day. The result will be added to the employee's accumulated total.

**Section 2.** The following shall constitute a break in service: resignation, separation for just cause, retirement, absence without leave for five consecutive working days, failure to report within 10 consecutive working days of recall, expiration of recall period, failure to report after leave and acceptance of other permanent employment while on leave. This shall not restrict the Employer's right to take whatever personnel action it deems warranted for any of the above. If service is broken by any of the above, the employee shall lose Master Agreement and Classification seniority. If an employee is returned within one year after such break in service, the employee shall be entitled to credit for seniority purposes the time accrued up to the time break in service occurred, but shall not be entitled to any credit for the time represented by such break in service.

Employees who are furloughed and who file applications for retirement benefits which are subsequently approved, will be considered to have a break in service as of the date of the approval of benefits by the State Employees' Retirement Board.

A furloughed employee who applies for and receives retirement benefits from the State Employees' Retirement Board shall forfeit all recall rights as of the date of the approval of benefits by the State Employees' Retirement Board.

**Section 3.** Seniority lists shall be prepared for each seniority group and revised where necessary every six months. Appropriate service information shall be shown thereon to permit application of various seniority provisions. Such lists shall be posted on the appropriate bulletin boards. Seniority lists shall be provided to the local Union President upon request not more than once every six months. Grievances alleging a violation of this Section may be appealed directly to the fourth step of the grievance procedure or directly to the State Committee, where applicable. In the State System of Higher Education grievances alleging a violation of this Section may be appealed directly to the third step of their grievance procedure or directly to the State Committee, where applicable.

**Section 4.** The Employer agrees that all vacancies which are to be filled within the seniority unit will be posted at appropriate work locations prior to the filling of such vacancies for a period of at least 15 calendar days unless an emergency requires a lesser period of time. The Employer also agrees to post entrance level vacancies within the seniority unit at appropriate work locations prior to the filling of such vacancies for a period of least five calendar days unless an emergency requires a lesser period of time. Such postings shall include the position number (Bureau Code, Class Code and serial number).

**Section 5.** Whenever the Employer deems it necessary to fill a non-civil service vacancy, vacancies shall be filled in the following manner:

a. Employees in the classification immediately below the vacancy within the seniority unit wishing to bid for such vacancy shall submit to the Employer their name on a bidding form available from an agency office specified on the posting. Employees must submit a bid within the time peri-

od specified on the posting.

b. Where it is determined that skill and ability are relatively equal among the bidding employees in the classification immediately below the vacancy within the seniority unit, the vacancy shall be filled by promoting the employee with the greatest Master Agreement seniority except in the following instances:

- (1) Where it is necessary to comply with the provisions of applicable law and rules relating to the Commonwealth's Affirmative Action Program.
- (2) Where the job involved requires highly specialized skill, training and expertise and there are no employees in the classification immediately below the vacancy who possess such qualifications.
- (3) Whenever a position is reclassified upward to correct an improper classification or to reflect an accretion of duties or reorganization of duties, then the incumbent shall be awarded the higher position.

c. If an employee is promoted in accordance with this section and was temporarily assigned, at the time the position was posted or thereafter, to work in that position, the employee will be promoted retroactive to the ending date of the posting.

**Section 6.** Whenever the Employer deems it necessary to fill a civil service vacancy, vacancies shall be filled in the following manner:

a. Employees in the classification immediately below the vacancy within the seniority unit wishing to bid for such a

vacancy shall submit their name to the Employer on a bidding form available from an agency office specified on the posting. Employees must submit a bid within the time period specified on the posting.

b. When a vacancy is filled without examination and where it is determined that skill and ability are relatively equal among the bidding employees in the classification immediately below the vacancy within the seniority unit, the vacancy shall be filled by promoting the employee with the greatest Master Agreement seniority subject to the exceptions noted in paragraphs 1, 2 and 3 of Section 5 b of this Article.

c. When a vacancy is filled by examination within a seniority unit, the bidding employee with the greatest Master Agreement seniority in the classification immediately below the vacancy who is within five points of the seniority unit employee with the highest score shall be promoted unless a person outside the seniority unit receives a grade placing the person 10 points or more higher than the seniority unit employee with the highest score in which instance the person from outside the seniority unit may be appointed. An example of a five-point range would be 85-90, inclusive. An example of a 10-point range would be 80-90, inclusive. This Section is subject to the exceptions as set forth for non-civil service employees in paragraphs 1, 2 and 3 of Section 5 b. of this Article. For the purpose of this Section, persons outside the seniority unit whose names appear on the civil service list are not required to submit a bid in order to be considered for the vacancy.

d. If an employee is promoted in accordance with this section and was temporarily assigned, at the time the position was posted or thereafter, to work in that position, the employee will be promoted retroactive to the ending date of the posting.



**Section 7.** When the Employer determines that a furlough is necessary within a seniority unit, employees will be furloughed in the inverse order of Master Agreement seniority. Employees affected by furlough who have the requisite seniority and skill and ability shall bump laterally or down in the following manner:

a. If an employee is affected by furlough the employee shall bump down into the next lower classification within the classification series within the same geographical and organizational limitation as the seniority unit, provided the employee has more Master Agreement seniority than the employee with the least Master Agreement seniority in that classification and has the requisite skill and ability. If such a bump is not available, the employee shall bump into any other lower classification in the same classification series using the same procedure.

b. If the affected employee is unable under Section a above to bump into a lower classification the employee shall bump laterally or down into any other classification previously held within the bargaining unit but within the same geographical and organizational limitation as the seniority unit, using the seniority procedure specified in a above. If such a bump is not available, the employee shall bump into any other lower classification in the classification series of the position previously held using the same procedure.

c. If the affected employee is unable under Sections a and b above to bump into a position, the employee shall bump laterally or down into any classification previously held within any bargaining unit included in this Agreement but within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring using the seniority procedure specified in a above. If such a bump is still not available, the employee shall bump into any other lower classification of the classification series of the position previously held using the same procedure.

d. If the affected employee is unable to bump into any position as provided in Sections a, b, and c above, the employee shall be furloughed, subject to the provisions of Section 12 of this Article.

e. If an employee refuses to exercise rights under this section, the employee shall forfeit all further bumping rights under this section, recall rights under Section 9 of this Article to positions in all classifications except the one from which the employee was furloughed and placement rights under Section 12 of this Article.

f. Where the need for furlough can be reasonably anticipated, the Employer will notify the Union one month in advance of any impending furlough.

**Section 8.** Before any furlough is implemented in a classification in the classified service in a seniority unit, all emergency employees will be separated before any temporary employees; temporary employees will be separated before any provisional employees; and all provisional employees will be separated before any probationary employees or any regular status members of the classified service are furloughed.

Before any furlough is implemented in a non-civil service classification, all temporary employees will be separated before any permanent employees are furloughed.

**Section 9.** The Employer shall establish a recall list by classification series using the same geographical and organizational limitation as the seniority unit in which the furlough occurred for those employees furloughed under Section 7 of this Article in the inverse order of seniority.

a. Employees on such recall lists shall have rights to a position in a classification within the seniority unit from which they were furloughed or to any lower-level classification in the same classification series in the same geographical and organizational limitation as the seniority unit

in which the furlough occurred provided they have the requisite seniority and skill and ability.

b. Such recall lists will remain in effect for a furloughed employee for a period of three years after the effective date of the furlough.

c. In the event an employee on a recall list refuses an offer of employment in a lower classification for which the employee has seniority rights, the employee shall forfeit recall rights to such a classification; if the employee refuses an offer of employment in the classification from which the employee was initially furloughed, the employee shall forfeit all recall rights.

d. During the period that employees are on a recall list, they shall keep the Employer informed of any changes in address. The Employer shall not be held liable if an employee is not offered recall because of failure to notify the Employer of a change of address. An employee who is not offered recall because of failure to notify the Employer of a change of address and who subsequently informs the Employer of the current address shall be returned to the recall list and shall be offered the next opportunity for recall, provided the employee's three year recall period has not expired.

e. During the recall period employees may be offered recall to either temporary or part-time positions. If an employee refuses an offer of either temporary or part-time recall, the employee forfeits all further recall rights to the type of employment refused. The employee would retain recall rights to permanent, full-time employment for which the employee is eligible.

f. The recall period of a furloughed employee who, during the recall period, returns to the furloughing agency's payroll in a temporary capacity shall be extended by the amount of time the employee serves in the temporary capacity.

g. A furloughed employee who, during a recall period,

returns to the Employer's payroll in a temporary capacity shall upon recall from the furlough to permanent employment, be credited with seniority for the amount of time spent in the temporary capacity.

h. A furloughed employee who, during a recall period, returns to the Employer's payroll in a temporary capacity shall be eligible for all benefits enjoyed by permanent employees, provided other applicable eligibility requirements are met.

i. The Employer will provide the Union with a copy of all recall lists.

j. A furloughed employee who applies for and receives retirement benefits from the State Employees' Retirement Board shall forfeit all recall rights under this section as of the date of the approval of benefits by the State Employees' Retirement Board.

**Section 10.** An employee desiring to transfer to another position in the same, equivalent or lower level classification shall submit a written request to the personnel office for the employee's seniority unit stating the reasons for the requested transfer. Prior to filling a vacancy, all written requests received for the position from employees within the same geographical/organizational limitation as the seniority unit will be considered. If the Employer in its sole discretion agrees to such transfer, the employee shall be entitled to maintain appropriate seniority rights. Nothing in this Section shall supersede the seniority rights of employees under this Article.

**Section 11.** In making shift assignments to shift openings preference shall be granted on a seniority basis unless the Employer feels it is necessary to assign otherwise in order to protect the efficiency of operation. Seniority status in this regard shall be Master Agreement seniority. If Master

Agreement seniority is equal, the assignment will be made by lot.

**Section 12.** If an employee is unable to execute a bump as provided by Article 29, Section 7, and is placed on a furlough list, the Commonwealth will attempt to place the employee in a budgeted, available, uncommitted vacancy in a classification covered by the Master Agreement to which there are no seniority claims in the following manner:

a. Placement will be made to positions in classifications covered by the Master Agreement to which an employee has bumping rights in any agency under the jurisdiction of the Governor provided the employee possesses the requisite skill and ability. In addition, placement will be made to entrance level vacancies in any classification covered by the Master Agreement in the same or lower pay range in the agency from which the employee was furloughed, provided the employee meets the minimum requirements and qualifications essential to the work of the vacancy.

If an employee is unable to be placed under paragraph one of this subsection, placement will be made to entrance level vacancies in a classification in the same or lower pay range in the same bargaining unit from which the employee was furloughed in any agency under the jurisdiction of the Governor, provided the employee meets the minimum requirements and qualifications essential to the work of the vacancy.

b. Employees placed in entrance level vacancies which are not in the classification or classification series which an employee previously held will serve a six month probationary period during which time the provisions of Article 28, Section 1 shall not apply. Employees who are terminated for failure to successfully complete the probationary period shall retain recall rights under Section 9 of this Article.

c. Geographic limitations for the application of this

Section will be designated by the employee by completing a placement questionnaire. The employee may choose up to ten counties in which the employee would be available for employment or a statewide availability.

d. Placement will be made in order of Master Agreement seniority; however, employees with an earlier furlough date will be placed in vacancies before employees with a later furlough date.

e. Civil service employees will have placement rights to both civil service and non-civil service vacancies consistent with the requirements outlined in paragraph one of this Section.

Non-civil service employees will have placement rights only to non-civil service vacancies, except that if an appropriate vacancy in a non-civil service position is not available and the employee previously was a member of the classified service in a classification to which the employee would have rights under this Section, placement in that civil service classification will be attempted consistent with the requirements outlined in paragraph one of this Section and in accordance with the Civil Service Act and Rules.

f. Employees will be offered placement in one vacant position. If an employee declines the offer of placement, the employee's rights under this Section cease. The furloughed employee shall retain recall rights as outlined in Article 29, Section 9.

g. If an employee accepts an offer of placement under this Section, any other placement rights to which an employee may be entitled under this Section cease.

h. In addition, employees shall complete an "Availability for Temporary Employment" questionnaire. If an employee indicates a desire not to be offered placement to temporary positions no such offers will be made and placement rights to permanent positions will not be affected. However, if an employee indicates a desire to be offered a temporary posi-

tion and refuses such an offer, the employee shall forfeit all placement rights.

i. Employees placed in vacancies in the same classification from which furloughed or in vacancies in other classifications at the same pay range of the classification from which furloughed will lose recall rights outlined by Article 29, Section 9. Those employees placed in a classification in a lower pay range will retain their recall rights under Article 29, Section 9.

j. The provisions of this Section will be implemented at the time the employee's completed placement questionnaires are received by the central personnel office of the appropriate agency and will continue for six months after the employee has been furloughed. When the six month period has expired, an employee's rights under this Section cease. However, the employee will retain recall rights under Article 29, Section 9, except as provided in Subsection h. The provisions of this section will not be implemented on behalf of employees who do not return completed placement questionnaires.

k. The provisions of this section will apply to furloughs implemented on or after June 30, 1983.

l. A furloughed employee who applies for and receives retirement benefits from the State Employees' Retirement Board shall forfeit any placement rights under this Section as of the date of the approval of benefits by the State Employees' Retirement Board.

The provisions of this section will also be applied within each of the independent agencies.

**Section 13.** The probationary period for promotions shall be 180 calendar days in length and the provisions of Article 28, Section 1 shall not be applicable if an employee is demoted within that time for failure to successfully complete the probationary period. In such case, employees shall

have the right to return to their former classification during this period. Periods of leave without pay and periods of time during which an employee is using paid leave to supplement workers' compensation shall not count toward the probationary period.

If an employee works out of class and is subsequently promoted to the same classification in the same seniority unit, the employee shall have the time worked out of class in the preceding six months credited toward the probationary period.

**Section 14.** For the purpose of furlough, the number of union stewards and chair officers of the Union locals agreed to by the parties on November 19, 1975 shall have superseniority. The Union shall provide the Employer, on a quarterly basis, a list of all employees who have been granted super seniority in accordance with the provisions of this Section. The list shall contain the employee's name, union title, agency of employment, bargaining unit, work location and local union number.

Master Agreement seniority will be used to break ties among employees who have been granted superseniority. If Master Agreement seniority is equal, the employees will draw lots.

**Section 15.** Seniority unit means that group of employees in a classification within an affected institutional, bureau, agency or department operational structure in a given geographic work area as listed in Appendix E.

A seniority unit (furlough or promotion) listed in Appendix E may be renegotiated at the request of either party. If agreement is not reached, either party may submit a request for arbitration.

**Section 16.** Grievances relating to the interpretation, appli-



cation and implementation of Sections 5, 6, 7, 8, 9, 12, 15, 19 and 20 of this Article shall be filed at the third step/Joint State Committee. Arbitration of grievances relating to these sections shall be conducted by a panel of three Members—one to be appointed by the Office of Administration, one to be appointed by the Union and the third to be selected by the Employer from a list of five names to be mutually agreed upon by the Employer and the Union. Such third member shall not be affiliated, directly or indirectly, with any labor organization or be an employee of the Commonwealth of Pennsylvania.

The decision of the panel, hereinbefore described, shall be final and binding on the parties of this Agreement. The panel shall meet monthly for the purpose of adjusting grievances under this Section.

**Section 17.** When in the exercise of seniority rights provided hereunder, two or more employees are deemed relatively equal in skill and ability and have the same seniority, preferential rights shall be determined by lot.

**Section 18.** The provisions of this Article relating to promotions and filling of vacancies shall not be applicable to entrance level classifications.

**Section 19.** In the event of a furlough affecting employees who are now in First- Level Supervisory Units represented by AFSCME, such employees shall first bump laterally or downward into the classification occupied immediately prior to leaving a bargaining unit included in this Agreement, or if such a bump is not available, then into any lower classification in the same classification series, provided the classification is within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring and provided that the employee has

more Master Agreement seniority than the employee with the least amount of Master Agreement seniority in that classification and has the requisite skill and ability, and provided that the employee has not had a break in service as defined in Section 2 since leaving the bargaining unit. If a position cannot be obtained in this manner, the same procedure will be repeated for any position previously held within any bargaining unit included in this Agreement or if such a bump is not available then into any lower classification in the same classification series, provided the classification is within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring. Master Agreement and Classification seniority previously earned shall accrue to the employee upon return to the bargaining unit. Seniority earned by the employee while outside of bargaining units included in this Agreement shall not accrue to the employee upon movement back to the bargaining unit.

Employees who formerly occupied classifications within bargaining units included in this Agreement, and who are not now in bargaining/supervisory units represented by AFSCME and who are affected by furlough may not bump into classifications previously held in bargaining units included in this Agreement.

However, employees who formerly occupied classifications within bargaining units included in this Agreement who elected the voluntary demotion/transfer option contained in the 1991-1993 Master Agreement may exercise that option, if available, during the term of this Agreement.

**Section 20.** Permanent part-time employees will have the right to use their seniority to bid and be selected for permanent full-time vacancies that occur in the same classification within the seniority unit. The criteria of Sections 5 and 6 of this Article will be applicable.

Temporary employees who have been employed in both

calendar years 1992 and 1993 and who were not terminated for unsatisfactory performance will be placed in temporary vacancies in the seniority unit and in the last classification held which occur on or after the effective date of this Agreement.

Temporary employees will have the right to bid and be selected for permanent vacancies that occur in the same or lower level classification within the class series within the seniority unit. The seniority criteria of Sections 5 and 6 of this Article will be applicable.

**Section 21.** When there are competing seniority claims for either a permanent or temporary budgeted available position which the Employer intends to fill, those claims will be ranked in the following order: Recall, in accordance with Section 9; Promotion, in accordance with Sections 5 and 6; Placement, in accordance with Section 12; Part-time employees bidding on full-time positions in the same classification, in accordance with Section 20; and temporary employees bidding on permanent positions, in accordance with Section 20.

## **ARTICLE 30**

### **UNIFORMS, CLOTHING AND EQUIPMENT**

**Section 1.** Where the Employer now provides devices, apparel or equipment necessary to protect employees from injury or exposure to extreme non-climatic heat or cold, the Employer shall continue to provide the level of protection in accordance with the practice now prevailing. Where no such protection is now provided, the Employer shall provide whatever device, apparel or equipment is necessary to afford a level of protection provided by the agency for similar risks or exposure. Where special tools are required for

accomplishing work assignments, the Employer shall be responsible for supplying the same. Where the tools customarily used in a trade or craft are now required to be supplied by the employee, such requirement shall continue; where such tools are presently supplied, the practice shall continue. Where uniforms are required and for so long as they may be required, the Employer agrees to furnish the uniforms so required. Uniform requirements are not to be confused with dress regulations required by the Employer.

**Section 2.** In the event a patient or inmate damages or destroys items of clothing or personal property which are worn by an employee and which are necessary for the performance of such employee's work, the Employer shall reimburse the employee for the value of such clothing or personal property. In addition, where the employee demonstrates that items of clothing which were not being worn by the employee are destroyed by a patient or inmate, the Employer shall reimburse the employee for the value of such clothing. The condition of the clothing or personal property immediately prior to such damage shall be taken into account in determining its value. The incident giving rise to such claims must be verified and not be due to the employee's own negligence. The Employer shall take prompt and timely action in the disposition of employee claims for damaged personal effects.

**Section 3.** The Employer shall, at its option, either replace or reimburse an employee for the value of the tools or toolbox stolen after forcible entry into a State-owned or leased facility, provided all of the following conditions exist:

a. The tools and toolbox must be required to perform the duties assigned to the employee and the employee is obligated to supply the necessary tools.

b. The facility and location in the facility must be the

place that is designated in writing by the Employer as the appropriate place to store tools when not in use.

c. If tools are stolen from a toolbox, the toolbox must have been locked if the box contained a locking device or a lock could be applied to seal the contents.

d. The employee must submit a written list of tools to the Employer and written modifications to the list whenever tools are removed, broken or new tools added. When new tools are added, the employee shall state the price on the modification.

The Employer has the right to verify the accuracy of the list and modifications made thereto provided, however, the involved employee is present while such verification is being made.

## **ARTICLE 31 DISCRIMINATION/EMPLOYEE TREATMENT**

**Section 1.** Both the Employer and the Union agree not to discriminate against any employee on the basis of race, creed, color, ancestry, sex, marital status, age, national origin, disability, union membership, political affiliation, or sexual orientation.

**Section 2.** The Employer does not condone sexual harassment of any employee and encourages employees who, after appropriate consideration of all relevant facts, believe that he/she is the object of such conduct, to report such allegations as soon as possible. The burden of substantiating such an allegation rests with the charging party. Because of the seriousness of such allegations which could result in discipline or discharge of the person charged, it is understood that false, frivolous and/or reoccurring unsubstantiated

allegations may result in disciplinary actions against the charging party.

Substantiated instances of such harassment will be remedied by the Employer. An arbitrator may decide only whether or not the charging party has substantiated that sexual harassment has occurred, but what constitutes the appropriate remedy will be determined by the Employer in its sole discretion.

**Section 3.** An employee who has filed a sexual harassment complaint will be notified when the investigation has been concluded. The employee will be informed of the results of the investigation.

**Section 4.** Employees shall be treated in a respectful manner which does not embarrass them or demean their dignity. Incidents which are at variance with this principle may be appealed through the Grievance Procedure, provided that the decision at the fourth step/Joint State Committee shall be final and binding.

## **ARTICLE 32 UNION BUSINESS**

**Section 1.** The Employer agrees to provide space on bulletin boards to the Union for the announcement of meetings, election of officers of the Union and any other material related to Union business. Furthermore, the Union shall not post material detrimental to the labor-management relationship nor of a political or controversial nature. The Union may send mail related to Union business to local official Union representatives at appropriate facilities to which mail is delivered. Such mail shall not be read by other than the addressee.

**Section 2.** No Union member or representative shall solicit members, engage in organizational work, or participate in other Union activities during working hours on the Employer's premises except as provided for in the processing of grievances.

Union members or representatives may be permitted to use suitable facilities on the Employer's premises to conduct Union business during non-work hours upon obtaining permission from the Employer's personnel officer or designated representative. Any additional costs involved in such use must be paid for by the Union.

Union representatives shall be permitted to investigate and discuss grievances during working hours on the Employer's premises if notification is given to the personnel officer or a designated representative. If the Union representative is an employee of the Employer, the employee shall request from the immediate supervisor reasonable time off from regular duties to process such grievances. The Employer will provide a reasonable number of employees with time off, if required, to attend negotiating meetings.

## **ARTICLE 33 SPECIAL AND PART-TIME EMPLOYEES**

**Section 1.** Present practices relating to employees who are part-time, irregularly scheduled, or specially classified shall remain in effect. Specially classified employees shall include, but not be limited to the following: Housemothers, Houseparents (except at Youth Development Centers), Foster Grandparents, Homemakers, State Work Program Trainees, and part-time custodial personnel.

**Section 2.** Employees referred to in Section 1 shall only be entitled to those fringe benefits presently received subject

to any modifications to those specific fringe benefits provided for in the Agreement. If prior fringe benefits were prorated, the modifications to those fringe benefits shall likewise be prorated. No additional fringe benefits shall accrue by virtue of this contract.

**Section 3.** The Employer shall not arbitrarily convert full-time vacancies to part-time positions or vacancies.

## **ARTICLE 34 PEACE AND STABILITY**

**Section 1.** It is understood that there shall be no strike, as that term is defined under the Public Employee Relations Act, during the life of this Agreement, nor shall any officer, representative or official of the Union authorize, assist or encourage any such strike during the life of this Agreement.

**Section 2.** Should a strike occur not authorized by the Union, the Union within 24 hours following the request of the Employer shall:

- a. Publicly disavow such action by the employees.
- b. Advise the Employer in writing that such employee action has not been authorized or sanctioned by the Union.
- c. Post notices on all bulletin boards advising employees that it disapproves of such action and instruct them to return to work immediately.

**Section 3.** The Employer reserves the right to discipline, suspend, demote, or discharge any employee or employees who violate the provisions of Section 1 of this Article.

**Section 4.** The Employer will not engage in any lockout during the life of this Agreement.



## **ARTICLE 35**

### **MISCELLANEOUS PROVISIONS**

**Section 1.** In the event that any provisions of this Agreement are found to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail, and if any provision herein is found to be invalid and unenforceable by a court or other authority having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect. The parties, however, shall, at the request of either, negotiate on the subject matter involved in any invalid provision.

**Section 2.** The Commonwealth and the Union acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of the Public Employee Relations Act and constitutes the entire agreement between the parties for the duration of the life of said Agreement; each party waiving the right to bargain collectively with each other with reference to any other subject, matter, issue, or thing whether specifically covered herein or wholly omitted here from and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

**Section 3.** In the event that any provision of this Agreement requires legislative action to become effective, including but not limited to the amendment to existing statutes, the adoption of new legislation, or the granting of appropriations, it shall become effective only if such legislative action is taken. The parties, however, mutually agree to make recommendations to the Legislature which may be necessary to give force and effect to the provisions of this Agreement.

**Section 4.** Where the term meet and discuss is used in this Agreement, it will be deemed to have the meaning of that term as defined and applied under the Public Employee Relations Act.

**Section 5.** Ratings shall be completed by supervisors who are familiar with the work performance of the employee. This shall in no way affect review procedures.

**Section 6.** Employee benefits and working conditions now existing and not in conflict with the Agreement shall remain in effect subject, however, to the right of the Employer to change these benefits or working conditions in the exercise of its management rights reserved to it under Article 2 of this Agreement.

**Section 7.** Travel expenses shall be paid in accordance with the Commonwealth's existing Travel Expense Regulations. The mileage allowance shall be 30 cents per mile or the General Services Administration rate, whichever is greater. If the General Services Administration of the Federal Government increases or decreases the mileage allowance for employees under its jurisdiction, the mileage allowance for employees under this Agreement will be increased or decreased by the same amount 30 days after the effective date of the General Services Administration change, but in no case will the amount fall below 26 cents per mile.

**Section 8.** Committees composed of representatives of the Union and the Employer are to be established at agency and appropriate local levels to resolve problems dealing with the implementation of this Agreement and to discuss other labor-management problems that may arise. The levels at which these committees are to function may be determined by agency or departmental discussions.

**Section 9.** Inter-city and inter-agency permanent transfers shall be made by agreement between the Employer and employee except as otherwise provided in unit agreements.

**Section 10.** Reasonable use of telephones for local calls on personal business by employees is permitted in accordance with existing practices where such use does not interfere with the efficiency of the operation. Long distance calls are permitted provided they are collect or are charged to credit cards or to the employee's home telephone number.

**Section 11.** There shall be an official personnel file for each employee. The contents of an employee's personnel file, excluding pre-employment information, will be available for examination by the employee within a reasonable period of time after the employee's request. Such examination shall be at the location where the personnel file is maintained and shall be conducted in the presence of the personnel officer or designee. Material shall not be removed from or added to the folder nor shall its contents be altered in any way. Employees are entitled to have a representative with them while reviewing their own file. If there is any disagreement as to the contents of the personnel file, an employee shall have the right to submit a statement concerning any materials in the employee's file and any such statement shall then become part of the personnel file. If comments are placed in the file during an exit interview, the employee shall have the right to submit a statement concerning those comments which shall then become a part of the personnel file. After a period of two years, a written reprimand or reference to an oral reprimand shall be removed from the employee's official personnel folder if no intervening incidents of the same or a similar nature have occurred.

**Section 12.** The Employer agrees, upon request, to discuss

any contemplated change in organizational structure that may affect existing job classifications. Such discussions shall be held to determine whether opportunities will be provided for lateral transfers into new or existing vacancies which may afford promotional opportunities based on seniority.

**Section 13.** A joint committee comprised of 10 representatives of the Union and 10 representatives of the Employer will meet during the term of this Agreement to discuss the impact of technology on the work environment, work processes and job classifications and pay ranges. The committee will discuss ways to improve work efficiency and improve the delivery of service to the public.

**Section 14.** In the event the Public Employee Relations Act is amended during the term of this Agreement, the parties agree to negotiate concerning the amendments to determine whether or not this Agreement should be amended to incorporate changes permitted by the amendments to the Act. It is clearly understood that if this Agreement is reopened for negotiations for this purpose, the provisions of Article 34, Peace and Stability, will remain in full force and effect.

**Section 15.** All letters of agreement between the Bureau of Labor Relations and Council 13 shall remain in effect if applicable.

**Section 16.** A position shall not be filled by a temporary employe or employes for more than 12 consecutive months or the length of a leave of absence of the employe being replaced, whichever is greater.

**Section 17.** The Employer agrees to continue in the development of plans to expand child care facilities.

**Section 18.** In the event the State Employees Retirement Code is amended during the term of this Agreement to authorize dues deductions for retired public employe associations, the parties agree to negotiate whether or not the Agreement should be amended to incorporate changes permitted by the amendment to the Code. It is clearly understood that if this Agreement is reopened for negotiations for this purpose, the provisions of Article 34, Peace and Stability, will remain in full force and effect.

## **ARTICLE 36 AFFIRMATIVE ACTION**

If any provision of this Agreement is in conflict with Federal Executive Orders 11246 and 11375, as amended, the Civil Rights Act of 1964, and all laws and rules, relating to the Commonwealth's Affirmative Action program, and the Americans with Disabilities Act, the provisions of the aforementioned Orders, laws and implementing regulations shall prevail.

Disputes regarding the application and implementation of the Orders, laws and implementing regulations shall be subject to arbitration.

This provision does not constitute a waiver of rights under Act 195.

## **ARTICLE 37 GRIEVANCES AND ARBITRATION/ STANDARD GRIEVANCE PROCEDURE**

**Section 1.** Where an employe has the right to process a grievance through either the procedure provided herein or through the Pennsylvania Civil Service Commission and

files an appeal with the Commission, either the contract grievance procedure shall cease, if the employee has submitted a contract grievance, or the employee shall not be entitled to institute proceedings under the contract grievance procedure. If the appeal to the Commission is withdrawn by the employee or not accepted by the Commission within 15 working days of the date of the occurrence of the action giving rise to the grievance, the processing of a contract grievance filed within the time limits set forth in Section 2 shall be permitted.

**Section 2.** Any grievance or dispute which may arise concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

**STEP I.** The employee, either alone or accompanied by the Union representative or the Union where entitled, shall present the grievance orally or in writing to the employee's immediate supervisor within 15 working days of the date of its occurrence, or when the employee knew or by reasonable diligence should have known of its occurrence. The supervisor shall attempt to resolve the matter and report a decision to the employee, orally or in writing, within 15 working days of its presentation.

**STEP II.** In the event the grievance is not settled at Step I, the appeal must be presented in writing by the employee or Union representative to the head of the employee's division, bureau, institution, or equivalent organizational unit within 15 working days after the supervisor's response is due. The official receiving the written appeal, or the official's designated representative, shall respond in writing to the employee and the Union representative within 15 working days after receipt of the appeal.

**STEP III.** An appeal from an unfavorable decision at

Step II shall be presented by the employee or Union representative to the agency head, within 15 working days after the response from Step II is due. The agency head, or designee, shall respond in writing to the employee and Union representative within 15 working days after receipt of the appeal.

STEP IV. In the event the grievance has not been satisfactorily resolved in Step III, written appeal may be made by the employee or Union representative within 15 working days of the Step III decision to the Bureau of Labor Relations, Office of Administration, or in the case of the independent agencies, the agency head or the appropriate designee, shall contain a copy of the Step II and Step III decisions. The Bureau of Labor Relations, Office of Administration, or in the case of the independent agencies, the agency head or the appropriate designee, shall issue a decision in writing to the Union within 15 working days after receipt of the appeal.

STEP V. An appeal from an unfavorable decision at Step IV may be initiated by the Union serving upon the Employer a notice in writing of the intent to proceed to arbitration within 15 working days after the response from Step IV is due. Said notice shall identify the provisions of the Agreement, the department and the employee involved, and shall include a copy of the grievance.

The arbitrator is to be selected by the parties jointly within seven working days after the notice has been given. If the parties fail to agree on an arbitrator, either party may request the Bureau of Mediation to submit a list of seven possible arbitrators.

The parties shall, within seven working days of the receipt of said list, meet for the purpose of selecting the arbitrator by alter-

nately striking one name from the list until one name remains. The Employer shall strike the first name.

Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered. The decision at Steps I, II, and III shall not be used as a precedent for any subsequent case.

The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement. The arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted.

The decision of the arbitrator shall be final and binding on both parties, except where the decision would require an enactment of legislation, in which case it shall be binding only if such legislation is enacted. The arbitrator shall be requested to issue the decision within 30 days after the hearing or receipt of the transcript of the hearing.

In the interest of expediting the resolution of grievances involving discharges, shift preference and the denial of annual or personal leave requests, the parties agree to utilize alternative approaches and methods, including such procedures as the use of pre-selected arbitration panels, advance scheduling of fixed hearing dates with individual arbitrators, scheduling multiple cases with a single arbitrator on the same day, waiving the preparation of written briefs, and providing for the issuance of decisions within reduced periods of time including bench decisions.

All of the time limits contained in this Section may be extended by mutual agreement. The granting of any extension at any step shall not be deemed to establish precedence.

All fees and expenses of the arbitrator shall be divided equally between the parties except where one of the parties of this Agreement requests a postponement of a previously



scheduled arbitration meeting which results in a postponement charge. The postponing party shall pay such charge unless such postponement results in a settlement of the grievance in which event the postponement charge shall be divided equally between the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

**Section 3.** An employee shall be permitted to have a representative of the Union present at each step of the grievance procedure up to and including Step IV, subject, however, to Section 606, Article VI of the Public Employee Relations Act. Upon request by an employee or union representative, a grievance meeting will be rescheduled, if necessary, if Union representation is temporarily unavailable to the employee. Where this occurs, the time limits for response to the grievance will be suspended during the postponement period.

Employees selected by the Union to act as Union representatives shall be known as stewards. The Union shall furnish the Employer with the names and work locations of Union representatives and shall notify the Employer of any changes.

A reasonable number of witnesses, when required, shall be allowed to participate in the grievance procedure.

An aggrieved employee and Union representatives, if employees of the Employer, shall be granted reasonable time during working hours, if required, to process grievances in accordance with this Article without loss of pay or leave time.

Where such Union representatives represent employees in more than one agency, they shall be permitted to cross

agency lines for this purpose.

The Union may present grievances concerning agency-wide decisions directly to Step III within 15 working days of the date of the occurrence or the date when the Union knew or by reasonable diligence should have known of its occurrence.

## **ARTICLE 38 GRIEVANCES AND ARBITRATION/ ACCELERATED GRIEVANCE PROCEDURE**

**Section 1.** The accelerated grievance procedure contained in this Article shall be utilized by agencies listed in Rule 1, Section 3 of the Rules of the Accelerated Grievance Procedure contained in Appendix F.

**Section 2.** Where an employee of the Commonwealth has the right to process a grievance through either the procedure provided herein or through the Pennsylvania Civil Service Commission and files an appeal with the Commission, either the contract grievance procedure shall cease, if the employee has submitted a contract grievance, or the employee shall not be entitled to institute proceedings under the contract grievance procedure. If the appeal to the Commission is withdrawn by the employee or not accepted by the Commission within the time limits prescribed in Section 3 of this Article, the processing of a timely filed contract grievance shall be permitted.

**Section 3.** Any grievance or dispute which may arise concerning the application, meaning, or interpretation of this Agreement shall be processed in the following manner:

**STEP 1.** The employee, either alone, or accompanied by a

Union Representative, or the Union Representative, where entitled, shall present the grievance in writing to the Employer's worksite designee within fifteen (15) working days of the date of the occurrence giving rise to the dispute, or when the employee knew or by reasonable diligence should have known of the occurrence.

In addition, in order for a grievance to be discussed at Step 1, the respective Employer worksite designee must have received a written confirmation of the grievance at least fifteen (15) working days prior to the prescheduled Step 1 meeting. This period may, however, be modified by mutual agreement.

The parties agree the respective Employer designee and the Union counterpart must schedule and meet on a monthly Step 1 basis, if necessary, in order to attempt to resolve all outstanding grievances. At the Step 1 meeting, the parties will advise each other of all of the then known facts, including witnesses, and furnish copies of relevant reports or investigations upon which the party will rely in proving and/or supporting its respective position.

When special circumstances preclude the disclosure of confidential patient, resident, client, student, or inmate information at the Step 1 meeting, the case will be handled in accordance with the agreed upon procedures to be developed by the parties.

Any agreed upon final settlement of a grievance reached at Step 1 shall be reduced to writing and signed by the Union and the Employer designee. Decisions at Step 1 shall not be used as precedent for any subsequent case.

After the Step 1 meeting has been held, and the then known information the parties intend to rely on to support their respective positions has been discussed and exchanged, the respective Employer designee must, if the case is not settled at this point, make a written disposition of the matter to the Union within fifteen (15) working days

from the date of the Step 1 meeting.

**STEP 2.** If the Step 1 response is not satisfactory, or a response has not been received by the Union within fifteen (15) working days of the Step 1 Meeting, the Union shall have fifteen (15) working days after the Commonwealth's response is received or due, to appeal the decision by filing its grievance with the appropriate Joint Area Committee referred to in Rule 1 of the attached Rules of Procedure. Such submission shall be made in writing, and shall be filed in accordance with the established procedures with the Office of Administration, Bureau of Labor Relations (OA-BLR - 404 Finance Building, Harrisburg, PA 17120).

Failure of the Union to submit grievances to the appropriate Joint Area Committee within the fifteen (15) day appeal period specified above, shall be cause for the Commonwealth to consider the matter "settled and withdrawn." Any later discovered or developed evidence, not previously disclosed to the other party at the Step 1 meeting must be submitted to the other side as soon as practical after discovery and/or development, but in no event later than 48 hours (excluding holidays and Saturdays/Sundays) before the Step 2 hearing. (See Rule 4, Section 3 for Exceptions).

Decisions of the Joint Area Committees are final and binding and shall not operate as precedent.

**STEP 3.** Failure of the respective Joint Area Committees to resolve the grievance at Step 2 of this procedure (i.e. a "deadlock" result at the Area Committee Level) shall cause the matter to automatically move to Step 3 of this procedure. No additional appeal submission or filing shall be required for "deadlocked" cases to be docketed with the Joint Pennsylvania State Committee. However, when such docketing occurs, the Office of Administration, Bureau of

Labor Relations, will furnish official notice confirming the docketing of all cases scheduled to be heard by the State Committee, along with the date, place, and time of the scheduled meeting to the affected Commonwealth Agency (Division of Labor Relations) and Council 13 of AFSCME (Grievance Department -4031 Executive Park Drive, Harrisburg, PA 17111-1599).

The Committees at Steps 2 and 3 shall have the right to hear testimony from both parties, investigate all relevant facts and render a final and binding decision. Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered.

The Committees shall neither add to, subtract from, nor modify the provisions of the Master Agreement. The Committees shall be confined to the precise issue submitted, and shall have no authority to determine any other issues not so submitted. If the Joint Pennsylvania State Committee is unable to reach a decision by majority vote, the matter will be considered "deadlocked".

**STEP 4.** An appeal from a deadlocked decision at Step 3 may be initiated by the Union, by written notice of the intent to proceed to arbitration. This notice must be sent within fifteen (15) working days after the deadlocked decision from Step 3 to the Office of Administration (Bureau of Labor Relations, 404 Finance Building, Harrisburg, PA 17120), and the affected Commonwealth Agency (Division of Labor Relations).

### **Arbitration**

The impartial arbitrator is to be selected by agreement between the respective Co-Chairpersons of the Joint Pennsylvania State Committee within fifteen (15) working days after the notice has been given. If the parties fail to

agree on an impartial arbitrator, either party may request the Bureau of Mediation to submit a list of seven (7) possible arbitrators to the respective Co-Chairpersons.

The Co-Chairpersons shall, within fifteen (15) working days of the receipt of said list, select the arbitrator by alternately striking one name from the list until one name remains. The Employer Chairperson shall strike the first name.

Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered.

The arbitrator shall neither add to, subtract from, nor modify the provisions of the Master Agreement.

The arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted.

A decision of the Step 2 and Step 3 Joint Committees or by the arbitrator shall be final and binding on both parties. The arbitrator shall be required to issue a decision within thirty (30) days after the close of the hearing.

### **Time Limits**

All of the time limits contained in this section may be modified by mutual agreement. The granting of any modification at any step shall not be deemed to establish a precedent.

### **Costs**

Each party shall bear the costs of preparing and presenting its own case. All fees and expenses of the arbitrator shall be divided equally between the parties, except where one of the parties to this Agreement request a postponement of a previously scheduled arbitration hearing which results in a postponement charge. The postponing party shall pay such charge unless such postponement results in a settlement of the grievance, in which event the postponement

shall be divided by the parties.

A postponement charge resulting from a joint postponement request shall be shared equally by the parties.

Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

**Section 4.** An employe shall be permitted to have a representative of the Union present at each step of the grievance procedure, up to and including Step 3; subject, however, to Section 606, Article VI of the Public Employe Relations Act. Upon request by an employe or Union representative, a Step 1 grievance meeting will be postponed or rescheduled, if necessary, if a Union Representative is temporarily unavailable to the employe. Where this occurs, the time limits for response to the grievance will be suspended during the postponement period.

Employes selected by the Union to act as Union representatives shall be known as stewards. The Union shall furnish the Commonwealth with the names and work locations of grievance representatives and shall notify the Commonwealth of any changes.

Where such Union representatives represent employes in more than one agency, they shall be permitted to cross agency lines for the purpose of processing grievances.

A reasonable number of witnesses shall be permitted to attend Committee meetings without suffering the loss of any pay, when their presence is required because of the Commonwealth's refusal to accept the witnesses' written statements, as provided for in the attached Rules of Procedure. Grievants shall be treated in exactly the same manner as witnesses under this procedure.

An employe who presents a grievance or sits on a Joint Area Committee Panel, shall do so with pay, provided the Union has indicated their desire to have that person partic-

ipate in the procedure. The number of employees so designated shall not be abused.

The Union may present grievances concerning agency-wide actions or state- wide actions directly to Step 3 within fifteen (15) working days of the date of the occurrence giving rise to the dispute, or the date when the Union knew, or by reasonable diligence should have known, of its occurrence. However, the Union will meet with the official Agency or Office of Administration designee prior to any hearing on such grievances, in order to resolve any factual disputes relating to such Agency-wide or State-wide grievances.

**Section 5.** The Joint Area Committee and the Joint Pennsylvania State Committee will function under the Rules of Procedure in Appendix F.

## **ARTICLE 39**

### **SAFETY AND HEALTH**

**Section 1.** The Employer will take positive action to assure compliance with laws and regulations concerning the health and safety of employees working in state owned or leased buildings and to assure compliance with all lease provisions affecting the safety or health of employees.

**Section 2.** The Employer agrees to establish a health and safety committee at each agency. Multi-agency committees may be established by mutual agreement. The committee shall be composed of an equal number of representatives of the Union and the Employer. The purpose of the committee shall be to investigate present or potential safety hazards and security problems and to make recommendations for corrective action. The Committee may also discuss which



employees, due to the nature of their work, will be provided with regular health screenings and which employees will be provided wrist rests. It is understood that the parties will attempt to resolve these issues within six (6) months of the signing of the collective bargaining agreement. Unless otherwise agreed by the parties, the committee shall meet once each quarter unless a clear and present danger situation warrants a special meeting. The committee shall establish its own operating procedures. However, union representatives on the committee shall be given a reasonable amount of time during working hours to investigate safety and health hazards brought to the committee and to serve on this committee.

**Section 3.** The Employer agrees to inform the local union when representatives of the Bureau of Occupational and Industrial Safety, Department of Labor and Industry, or other state or federal agencies involved in the establishment or enforcement of laws concerning or affecting the health and safety of employees working in state-owned or leased buildings are on the premises for an inspection. A designated union steward or officer located on the premises shall be allowed to accompany such representatives on inspection tours of the work site to point out deficiencies, without loss of pay or leave time. In addition, when the Employer is aware of the presence of representatives of such regulatory agencies who are at the work site for the purpose of safety inspections, the Employer agrees to inform the local union.

**Section 4.** The Employer will not assign employees to any work area in any building owned or leased by the Commonwealth while there is a clear and present danger to their safety and such a danger is not an anticipated part of the normal and expected responsibilities and risks of the job in question.

**Section 5.** The Employer will take appropriate action to protect its employees from injury while at work. Where clear and present hazardous conditions exist at a work site, the Employer shall post appropriate warning signs and take immediate action to abate the hazard.

**Section 6.** Employees shall be provided with information on all communicable diseases and infestations to which they may have routine workplace exposure. Information provided to employees shall include the symptoms of the diseases, modes of transmission, methods of self-protection, proper workplace procedures, special precautions and recommendations for immunization where appropriate. The Employer and the Union agree to establish a committee within 60 days to formulate a policy on how to deal with persons who have a communicable disease or are suspected of having a communicable disease or infestations.

Employees who are authorized by the Employer to receive Hepatitis "B" immunizations because of a job-related need to receive such immunizations will have the time spent receiving such immunizations counted as hours worked.

**Section 7.** Upon written request, the local union shall be provided with copies of statistical reports concerning work-related accidents.

**Section 8.** A statewide committee of up to ten representatives each from the Commonwealth and Union shall be established to meet and review and make recommendations regarding VDT equipment and/or furniture. It is understood that recommendations to purchase additional equipment and/or furniture will be reviewed based upon the Commonwealth's ability to pay for such purchases considering its budgetary limitations.

## **ARTICLE 40 SUCCESSORS**

In the event the Employer sells, leases, transfers or assigns any of its facilities to other political subdivisions, corporations or persons, and such sale, lease, transfer or assignment would result in the layoff, furlough or termination of employees covered by this bargaining agreement, the Employer shall attempt in good faith to arrange for the placement of such employees with the new Employer. The Employer shall notify the Union in writing at least 30 days in advance of any such sale, lease, transfer, or assignment.

## **ARTICLE 41 FAMILY CARE LEAVE**

**Section 1.** After completing one year of service, permanent employees shall be granted, upon written request, up to 12 weeks of leave without pay in a calendar year for the purpose of attending to the medical needs of a spouse, parent, son or daughter or other person qualifying as a dependent. The one year of service will include all periods of Commonwealth service provided the employee has worked at least 1250 hours within the last twelve months.

Leave for this purpose may be taken one day at a time if necessary. Leave shall be approved for less than one day at a time when medically necessary due to a serious health condition as defined in the Family and Medical Leave Act of 1993.

The request, which shall be submitted at least two weeks in advance if circumstances permit, must include documentation supporting the need for Family Care Leave.

**Section 2.** State paid coverage for life insurance and for

health benefits as provided in Articles 24 and 25 will continue for the period of time the employee is on family care leave under Section 1 of this Article.

**Section 3.** It is understood that the twelve week entitlement under Section 1 above may not be extended.

**Section 4.** Employees will not be required to use accumulated annual and/or personal leave prior to taking family care leave without pay.

**Section 5.** An employee shall have the right to return to the same position in the same classification held before going on Family Care Leave, or to an equivalent position with regard to pay and skill.

**Section 6.** For the purpose of this Article, parent shall be defined as the biological parent of the employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter.

For the purpose of this Article, son or daughter shall be defined as a biological, adopted, or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis who is

- (a) under 18 years of age; or
- (b) 18 years of age or older and incapable of self-care because of a mental or physical disability.

**Section 7.** It is understood by both parties that the provisions of this Article are consistent with the Family and Medical Leave Act of 1993, 29 USC Section 2601 et seq and that leave granted in accordance with this Article shall be designated as leave under the provisions of the Act.

**Section 8.** For the purpose of this Article, the calendar year shall be defined as beginning with the employee's first full

pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

## **ARTICLE 42 POLITICAL ACTION COMMITTEE DEDUCTIONS**

**Section 1.** The Employer agrees to deduct from the paycheck of employees covered by this Agreement voluntary contributions to the Union's Political Action Committee. The Employer shall make such deductions only in accordance with the written authorization of respective employees which shall specify the amount, frequency and duration of the deductions.

**Section 2.** The Employer shall transmit the monies deducted in accordance with this Article to the Union's Political Action Committee in accordance with the procedures agreed to by the Employer and the Union.

**Section 3.** The Union shall reimburse the Employer for the Employer's actual cost for the expenses incurred in administering this Article.

**Section 4.** The Union shall indemnify and hold the Commonwealth harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of the action taken or not taken by the Employer under the provisions of this Article.

## **ARTICLE 43 PRESERVATION OF BARGAINING UNIT WORK**

**Section 1.** The provisions of Sections 1 through 6 of this Article shall apply only to Master Agreement bargaining unit work performed on the effective date of this agreement by employees in rank and file units represented by AFSCME in the particular agency affected.

### **Section 2.**

a. Except as provided in Section 8, the Employer shall not contract/assign Master Agreement bargaining unit work included within the scope of Section 1 to independent contractors, consultants or other non-Master Agreement bargaining unit state employees where (1) such contract/assignment would result in the layoff or downgrading of an employee, or (2) such contract/assignment would prevent the return to work of an available, competent employee, or (3) the duration of the work to be performed under the contract/assignment is expected to be more than 12 consecutive months, or (4) the work is performed on an annually recurring basis; except for the reasons set forth in subsection b.

b. The Employer may contract/assign Master Agreement bargaining unit work described in subsection a for any of the following reasons: (1) legitimate operational reasons resulting in reasonable cost savings or improved delivery of service, (2) legitimate operational reasons resulting from technological changes, (3) or where there are insufficient numbers of available, competent employees on layoff on the applicable recall list within the agency to perform the required work.

### **Section 3.**

a. Except as provided in Section 8, the Employer shall

not contract/assign Master Agreement bargaining unit work included within the scope of Section 1 which becomes available as a result of a retirement, resignation, termination, promotion, demotion or reassignment of an employee to independent contractors, consultants or other non-Master Agreement bargaining unit state employees, except for the reasons set forth in subsection b.

b. The Employer may contract/assign Master Agreement bargaining unit work described in subsection a for any of the following reasons: (1) legitimate operational reasons resulting in reasonable cost savings or improved delivery of service, (2) legitimate operational reasons resulting from technological changes, (3) or where there are insufficient numbers of available, competent employees on layoff on the applicable recall list within the agency to perform the required work.

**Section 4.** The Employer shall provide the union with as much advanced notice as possible of a proposed contract/assignment of Master Agreement bargaining unit work included within the scope of Section 1 which meets the conditions set forth in Sections 2 a. or 3 a.

**Section 5.** At each site where a proposed contract/assignment of Master Agreement bargaining unit work is to occur and provided the work is included within the scope of Section 1 and meets the conditions set forth in Sections 2 a. and 3 a., local labor/management committees shall meet and discuss over the reasons for the contract/assignment. At this meeting the Employer shall provide to the union all information it has to support a claim (a) of reasonable cost savings or improved service, (b) of legitimate operational reasons resulting from technological changes, (c) that there are insufficient numbers of available, competent employees on layoff on the applicable recall list within the agency to

perform the required work, or (d) that the duration of the contract/assignment is not expected to exceed 12 consecutive months duration. The union shall have the opportunity to provide alternative methods to attaining the Employer's desired result. In the event that the parties at the local level are unable to resolve the issue, the contract or the assignment made may be implemented and the matter shall be referred to a committee comprised of Council 13, the Agency and the Office of Administration. Should the parties be unable to resolve the issue, the union shall notify the Office of Administration in writing of its intent to submit the matter to the grievance procedure.

**Section 6.** The Employer and the Union agree to meet and discuss, on an ongoing basis, at the statewide or agency level to develop a list of contract/assignment exemptions from the provisions of Sections 1 through 5 of this Article. Examples of criteria to be used by the parties for developing the list of exemptions are: duration of the project; total cost of the contract; availability of the necessary skills and/or equipment within the agency's existing resources; ability to complete the project with the Agency's workforce within the required time frames.

**Section 7.** The Employer agrees to meet and discuss regarding any contract/assignment involving work of the type traditionally performed by employees covered by the Master Agreement, but excluded by Section 1 of this Article, upon request of the union and presentation by the Union of an alternative which may result in reasonable cost savings or improved delivery of service.

**Section 8.** This agreement will not be construed so as to prevent other non- Master Agreement bargaining and first-level supervisory unit state employees who are in class titles



represented by employe organizations other than AFSCME from performing Master Agreement bargaining unit work for the purpose of instruction, illustration, lending an occasional hand or in emergency situations to carry out the functions and programs of the Employer or maintain the Employer's standard of service.

**Section 9.** The Employer and the Union acknowledge the above represents the results of negotiations conducted under and in accordance with the Public Employe Relations Act and constitutes the full and complete understanding regarding the issues of contracting out and transfer of bargaining unit work.

## **ARTICLE 44 TEMPORARY POOL EMPLOYES**

**Section 1.** The Employer agrees to the creation of an employment pool of temporary employes, to be comprised of temporary employes capable of performing temporary clerical or custodial duties within the Capitol Complex in Harrisburg. Additionally, the Commonwealth will continue to meet with AFSCME and review the possible expansion of the pool concept to include other classifications of temporary employes throughout the Commonwealth.

The employment pool will be administered by the Employer and a quarterly report containing the name, social security number, home address, classification and hours worked to date, will be supplied to the Union. The Commonwealth will have the right to establish reasonable standards for the work performed by pool employes.

The parties agree that employes covered by this Article will not be used to reduce the number of permanent employes performing the levels of work existing as of the

ratification date of this Agreement. To that end the parties agree that employes covered by this Article will not be assigned to perform duties which are permanent and full-time in nature.

**Section 2.** Salaries, working conditions and other articles of the agreement which will be extended to employes of the pool shall be established between the parties.

## **ARTICLE 45 TERMINATION**

This Agreement shall be effective July 1, 1996 except where specifically provided that a particular provision will be effective on another date. This Agreement shall continue in full force and effect up to and including June 30, 1999. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by such time as would permit the parties to comply with the collective bargaining schedule established under the Public Employees Relations Act.

May 31, 1996

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO

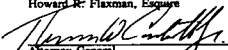
  
Edward J. Keller, Executive Director

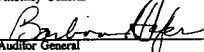
COMMONWEALTH  
OF  
PENNSYLVANIA


  
Thomas J. Ridge, Governor

  
Thomas G. Faese, Secretary of Administration

  
Howard R. Flaxman, Esquire

  
Attorney General


  
Auditor General

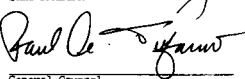
  
Pennsylvania Higher Education Assistance  
Agency

  
Public Utility Commission

  
State Public School Building Authority

  
State System of Higher Education

  
State Treasurer

  
General Counsel

Harry E. Myers  
 Mike Kozak  
 Robert Ben. Monruff.  
 Jeffrey Cliburn  
 James S. Smith  
 James O. Lamy  
 Edward L. Marshall  
 Edward W. Marshall  
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 Charles Smith  
 W. B. The name  
 Joseph J. Pando  
 Tom Sawyer  
 M. C.  
 Frank Fleckner  
 Guy R. W. W. O.  
 Timothy N. McArthur  
 John H. O. N. C.  
 Benjamin D. L. L. L.  
 Barbara C. C. C.  
 Harry P. P. P.  
 Margie L. Della  
 Arthur E. Schmitt  
 Rudy Davis

MUNICIPAL EMPLOYEES, AFL-CIO

James S. Wolfkill  
Dean H. Reynolds T15  
Joseph Stumpf  
Barry A. Madens  
Paul A. Hill  
Barry R. Campbell  
Karey Fuch  
Richard A. Green  
Michael J. Pagan  
Geraldine Hammick  
Joan Marie Kravitz  
Christine M. Levine  
Janie Galarine  
D. P. Prosser  
Robert R. Woodson  
William J. Murawski  
Robert J. Stinson  
Dorothy Pisula  
Margaret E. Ryan  
James A. Pajonik  
Karen A. Lee  
John C. LaRocca  
Steven D. Hoffke  
Paul Lewis  
Paul J. Smith  
Robert J. Howard

Susan T. Hall  
 William A. Long, III  
 Betty J. Kufner  
 Skip Unger  
 Ethel A. Nangle  
 James J. L. L. L. L. L.  
 Robert O. Hulla  
 Antoinette M. M. M. M. M.  
 William G. M. M. M.  
 Kathy M. M. M. M.  
 William C. M. M. M.  
 David B. M. M. M.  
 Angelle E. M. M. M.  
 Dexter W. M. M. M.  
 Susan O. M. M. M.  
 Susan J. M. M. M.  
 Andrew J. M. M. M.  
 Cindy M. M. M.  
 Anna M. M. M.  
 Paula M. M. M.

Linda M. M. M.  
 Charles L. M. M.  
 Angela M. M. M.  
 Robert E. M. M.  
 Cynthia J. M. M.

John P. Sainaus Jr  
 John Bulgar  
 Joseph D. Gardini  
 Robert E. [unclear]  
 John M. Acciani  
 Louis L. Fultz  
 Michael B. Altmann  
 Darryl J. [unclear]  
 William J. [unclear]  
 [unclear]  
 Joseph E. [unclear]  
 Chris R. [unclear]  
 Oliver F. [unclear]  
 Kenneth [unclear]  
 Donald J. [unclear]  
 Gerald R. [unclear]  
 Jimmy M. [unclear]  
 Gerald H. [unclear]  
 Margaret A. [unclear]  
 Linda K. [unclear]  
 Art E. [unclear]  
 Al. De [unclear]  
 Amy R. [unclear]  
 William E. [unclear]  
 Martha L. [unclear]  
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William [unclear]  
 Norma [unclear]  
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 William J. [unclear]  
 Alan A. [unclear]  
 Larry L. [unclear]  
 Deborah [unclear]  
 Robert E. [unclear]  
 Linda M. [unclear]  
 Robert L. [unclear]  
 Pamela [unclear]  
 Mary Ann [unclear]  
 Veronica A. [unclear]  
 Patricia A. [unclear]  
 Anne [unclear]  
 [unclear]  
 Barbara J. [unclear]  
 Carol E. [unclear]  
 Sue [unclear]

# **APPENDIX A** **COMMONWEALTH OF PENNSYLVANIA** **37.5 HOUR STANDARD PAY SCHEDULE** **EFFECTIVE JULY 1, 1996** **SCHEDULE S**

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
1	Hourly 7.60 Biweekly 570.00 Annual* 14,866	8.55 641.25 16,724	9.63 722.25 18,836	10.85 813.75 21,223	12.26 919.50 23,981	13.87 1,040.25 27,130	15.84 1,188.00 30,983	18.07 1,355.25 35,345	20.62 1,546.50 40,333	23.54 1,765.50 46,044
2	Hourly 7.75 Biweekly 581.25 Annual* 15,159	8.72 654.00 17,056	9.82 736.50 19,208	11.08 831.00 21,672	12.52 939.00 24,489	14.17 1,062.75 27,717	16.19 1,214.25 31,668	18.47 1,385.25 36,127	21.09 1,581.75 41,252	24.07 1,805.25 47,081
3	Hourly 7.91 Biweekly 593.25 Annual* 15,472	8.89 666.75 17,389	10.02 751.50 19,599	11.30 847.50 22,103	12.77 957.75 24,978	14.48 1,086.00 28,323	16.54 1,240.50 32,352	18.90 1,417.50 36,968	21.55 1,616.25 42,152	24.61 1,845.75 48,137
4	Hourly 8.06 Biweekly 604.50 Annual* 15,765	9.07 680.25 17,741	10.22 766.50 19,990	11.54 865.50 22,572	13.04 978.00 25,506	14.81 1,110.75 28,968	16.91 1,268.25 33,076	19.32 1,449.00 37,790	22.04 1,653.00 43,110	25.15 1,886.25 49,193
5	Hourly 8.22 Biweekly 616.50 Annual* 16,078	9.25 693.75 18,093	10.42 781.50 20,382	11.77 882.75 23,022	13.30 997.50 26,015	15.15 1,136.25 29,633	17.29 1,296.75 33,819	19.74 1,480.50 38,611	22.53 1,689.75 44,069	25.70 1,927.50 50,269

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

# **APPENDIX A (Continued)** **COMMONWEALTH OF PENNSYLVANIA** **37.5 HOUR STANDARD PAY SCHEDULE** **EFFECTIVE JULY 1, 1996** **SCHEDULE S**

PAY STEP		PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
6	Hourly	8.38	9.44	10.64	12.02	13.58	15.48	17.69	20.19	23.03	26.28
	Biweekly	628.50	708.00	798.00	901.50	1,018.50	1,161.00	1,326.75	1,514.25	1,727.25	1,971.00
	Annual*	16,391	18,465	20,812	23,511	26,562	30,279	34,602	39,492	45,047	51,404
7	Hourly	8.55	9.63	10.85	12.26	13.87	15.84	18.07	20.62	23.54	26.87
	Biweekly	641.25	722.25	813.75	919.50	1,040.25	1,188.00	1,355.25	1,546.50	1,765.50	2,015.25
	Annual*	16,724	18,836	21,223	23,981	27,130	30,983	35,345	40,333	46,044	52,558
8	Hourly	8.72	9.82	11.08	12.52	14.17	16.19	18.47	21.09	24.07	27.47
	Biweekly	654.00	736.50	831.00	939.00	1,062.75	1,214.25	1,385.25	1,581.75	1,805.25	2,060.25
	Annual*	17,056	19,208	21,672	24,489	27,717	31,668	36,127	41,252	47,081	53,731
9	Hourly	8.89	10.02	11.30	12.77	14.48	16.54	18.90	21.55	24.61	28.08
	Biweekly	666.75	751.50	847.50	957.75	1,086.00	1,240.50	1,417.50	1,616.25	1,845.75	2,106.00
	Annual*	17,389	19,599	22,103	24,978	28,323	32,352	36,968	42,152	48,137	54,924
10	Hourly	9.07	10.22	11.54	13.04	14.81	16.91	19.32	22.04	25.15	28.70
	Biweekly	680.25	766.50	865.50	978.00	1,110.75	1,268.25	1,449.00	1,653.00	1,886.25	2,152.50
	Annual*	17,741	19,990	22,572	25,506	28,968	33,076	37,790	43,110	49,193	56,137

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.



# **APPENDIX A (Continued)** **COMMONWEALTH OF PENNSYLVANIA** **37.5 HOUR STANDARD PAY SCHEDULE** **EFFECTIVE JULY 1, 1996** **SCHEDULE S**

PAY STEP		PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
11	Hourly	9.25	10.42	11.77	13.30	15.15	17.29	19.74	22.53	25.70	29.35
	Biweekly	693.75	781.50	882.75	997.50	1,136.25	1,296.75	1,480.50	1,689.75	1,927.50	2,201.25
	Annual*	18,093	20,382	23,022	26,015	29,633	33,819	38,611	44,069	50,269	57,409
12	Hourly	9.44	10.64	12.02	13.58	15.48	17.69	20.19	23.03	26.28	30.00
	Biweekly	708.00	798.00	901.50	1,018.50	1,161.00	1,326.75	1,514.25	1,727.25	1,971.00	2,250.00
	Annual*	18,465	20,812	23,511	26,562	30,279	34,602	39,492	45,047	51,404	58,680
13	Hourly	9.63	10.85	12.26	13.87	15.84	18.07	20.62	23.54	26.87	30.67
	Biweekly	722.25	813.75	919.50	1,040.25	1,188.00	1,355.25	1,546.50	1,765.50	2,015.25	2,300.25
	Annual*	18,836	21,223	23,981	27,130	30,983	35,345	40,333	46,044	52,558	59,991
14	Hourly	9.82	11.08	12.52	14.17	16.19	18.47	21.09	24.07	27.47	31.35
	Biweekly	736.50	831.00	939.00	1,062.75	1,214.25	1,385.25	1,581.75	1,805.25	2,060.25	2,351.25
	Annual*	19,208	21,672	24,489	27,717	31,668	36,127	41,252	47,081	53,731	61,321
15	Hourly	10.02	11.30	12.77	14.48	16.54	18.90	21.55	24.61	28.08	32.06
	Biweekly	751.50	847.50	957.75	1,086.00	1,240.50	1,417.50	1,616.25	1,845.75	2,106.00	2,404.50
	Annual*	19,599	22,103	24,978	28,323	32,352	36,968	42,152	48,137	54,924	62,709

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

**APPENDIX A (Continued)**  
**COMMONWEALTH OF PENNSYLVANIA**  
**37.5 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 1996**  
**SCHEDULE S**

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10	
16	Hourly	10.22	11.54	13.04	14.81	16.91	19.32	22.04	25.15	28.70	32.77
	Biweekly	766.50	865.50	978.00	1,110.75	1,268.25	1,449.00	1,653.00	1,886.25	2,152.50	2,457.75
	Annual*	19,990	22,572	25,506	28,968	33,076	37,790	43,110	49,193	56,137	64,098
17	Hourly	10.42	11.77	13.30	15.15	17.29	19.74	22.53	25.70	29.35	33.50
	Biweekly	781.50	882.75	997.50	1,136.25	1,296.75	1,480.50	1,689.75	1,927.50	2,201.25	2,512.50
	Annual*	20,382	23,022	26,015	29,633	33,819	38,611	44,069	50,269	57,409	65,526
18	Hourly	10.64	12.02	13.58	15.48	17.69	20.19	23.03	26.28	30.00	34.25
	Biweekly	798.00	901.50	1,018.50	1,161.00	1,326.75	1,514.25	1,727.25	1,971.00	2,250.00	2,568.75
	Annual*	20,812	23,511	26,562	30,279	34,602	39,492	45,047	51,404	58,680	66,993
19	Hourly	10.85	12.26	13.87	15.84	18.07	20.62	23.54	26.87	30.67	35.01
	Biweekly	813.75	919.50	1,040.25	1,188.00	1,355.25	1,546.50	1,765.50	2,015.25	2,300.25	2,625.75
	Annual*	21,223	23,981	27,130	30,983	35,345	40,333	46,044	52,558	59,991	68,480
20	Hourly	11.08	12.52	14.17	16.19	18.47	21.09	24.07	27.47	31.35	35.79
	Biweekly	831.00	939.00	1,062.75	1,214.25	1,385.25	1,581.75	1,805.25	2,060.25	2,351.25	2,684.25
	Annual*	21,672	24,489	27,717	31,668	36,127	41,252	47,081	53,731	61,321	70,005

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

# **APPENDIX A (Continued)** **COMMONWEALTH OF PENNSYLVANIA** **40 HOUR STANDARD PAY SCHEDULE** **EFFECTIVE JULY 1, 1996** **SCHEDULE S**

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
1	Hourly	7.60	8.55	9.63	10.85	12.26	13.87	15.84	18.07
	Biweekly	608.00	684.00	770.40	868.00	980.80	1,109.60	1,267.20	1,445.60
	Annual*	15,857	17,839	20,092	22,637	25,579	28,938	33,049	37,701
2	Hourly	7.75	8.72	9.82	11.08	12.52	14.17	16.19	18.47
	Biweekly	620.00	697.60	785.60	886.40	1,001.60	1,133.60	1,295.20	1,477.60
	Annual*	16,170	18,193	20,488	23,117	26,122	29,564	33,779	38,536
3	Hourly	7.91	8.89	10.02	11.30	12.77	14.48	16.54	18.90
	Biweekly	632.80	711.20	801.60	904.00	1,021.60	1,158.40	1,323.20	1,512.00
	Annual*	16,503	18,548	20,906	23,576	26,643	30,211	34,509	39,433
4	Hourly	8.06	9.07	10.22	11.54	13.04	14.81	16.91	19.32
	Biweekly	644.80	725.60	817.60	923.20	1,043.20	1,184.80	1,352.80	1,545.60
	Annual*	16,816	18,924	21,323	24,077	27,207	30,900	35,281	40,309
5	Hourly	8.22	9.25	10.42	11.77	13.30	15.15	17.29	19.74
	Biweekly	657.60	740.00	833.60	941.60	1,064.00	1,212.00	1,383.20	1,579.20
	Annual*	17,150	19,299	21,740	24,557	27,749	31,609	36,074	41,186

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Uniforms and Leave Times & Pennsylvania Code."

# **APPENDIX A (Continued)** **COMMONWEALTH OF PENNSYLVANIA** **40 HOUR STANDARD PAY SCHEDULE** **EFFECTIVE JULY 1, 1996** **SCHEDULE S**

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
6	Hourly	8.38	9.44	12.02	13.58	15.48	17.69	20.19	23.03
	Biweekly	670.40	755.20	961.60	1,086.40	1,238.40	1,415.20	1,615.20	1,842.40
	Annual*	17,484	19,696	25,079	28,333	32,297	36,908	42,124	48,050
7	Hourly	8.55	9.63	10.85	12.26	13.87	15.84	18.07	20.62
	Biweekly	684.00	770.40	868.00	980.80	1,109.60	1,267.20	1,445.60	1,649.60
	Annual*	17,839	20,092	22,637	25,579	28,938	33,049	37,701	43,022
8	Hourly	8.72	9.82	11.08	12.52	14.17	16.19	18.47	21.09
	Biweekly	697.60	785.60	886.40	1,001.60	1,133.60	1,295.20	1,477.60	1,687.20
	Annual*	18,193	20,488	23,117	26,122	29,564	33,779	38,536	44,002
9	Hourly	8.89	10.02	11.30	12.77	14.48	16.54	18.90	21.55
	Biweekly	711.20	801.60	904.00	1,021.60	1,158.40	1,323.20	1,512.00	1,724.00
	Annual*	18,548	20,906	23,576	26,643	30,211	34,509	39,433	44,962
10	Hourly	9.07	10.22	11.54	13.04	14.81	16.91	19.32	22.04
	Biweekly	725.60	817.60	923.20	1,043.20	1,184.80	1,352.80	1,545.60	1,763.20
	Annual*	18,924	21,323	24,077	27,207	30,900	35,281	40,309	45,984
									25.15
									2,012.00
									52,473

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave, Title 4, Pennsylvania Code."

# **APPENDIX A (Continued)** **COMMONWEALTH OF PENNSYLVANIA** **40 HOUR STANDARD PAY SCHEDULE** **EFFECTIVE JULY 1, 1996** **SCHEDULE S**

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
11	Hourly	9.25	10.42	13.30	15.15	17.29	19.74	22.53	25.70
	Biweekly	740.00	833.60	1,064.00	1,212.00	1,383.20	1,579.20	1,802.40	2,056.00
	Annual*	19,299	21,740	27,749	31,609	36,074	41,186	47,007	53,620
12	Hourly	9.44	10.64	13.58	15.48	17.69	20.19	23.03	26.28
	Biweekly	755.20	851.20	1,086.40	1,238.40	1,415.20	1,615.20	1,842.40	2,102.40
	Annual*	19,696	22,199	28,333	32,297	36,908	42,124	48,050	54,831
13	Hourly	9.63	10.85	13.87	15.84	18.07	20.62	23.54	26.87
	Biweekly	770.40	868.00	1,109.60	1,267.20	1,445.60	1,649.60	1,883.20	2,149.60
	Annual*	20,092	22,637	28,938	33,049	37,701	43,022	49,114	56,062
14	Hourly	9.82	11.08	12.52	14.17	16.19	18.47	21.09	24.07
	Biweekly	785.60	886.40	1,001.60	1,133.60	1,295.20	1,477.60	1,687.20	1,925.60
	Annual*	20,488	23,117	26,122	29,564	33,779	38,536	44,002	50,220
15	Hourly	10.02	11.30	12.77	14.48	16.54	18.90	21.55	24.61
	Biweekly	801.60	904.00	1,021.60	1,158.40	1,323.20	1,512.00	1,724.00	1,968.80
	Annual*	20,906	23,576	26,643	30,211	34,509	39,433	44,962	51,346
									58,586

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave, Title 4, Pennsylvania Code."

# **APPENDIX A (Continued)** **COMMONWEALTH OF PENNSYLVANIA** **40 HOUR STANDARD PAY SCHEDULE** **EFFECTIVE JULY 1, 1996** **SCHEDULE S**

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
16	Hourly 10.22 Biweekly 817.60 Annual* 21,323	11.54 923.20 24,077	13.04 1,043.20 27,207	14.81 1,184.80 30,900	16.91 1,352.80 35,281	19.32 1,545.60 40,309	22.04 1,763.20 45,984	25.15 2,012.00 52,473	28.70 2,296.00 59,880
17	Hourly 10.42 Biweekly 833.60 Annual* 21,740	11.77 941.60 24,557	13.30 1,064.00 27,749	15.15 1,212.00 31,609	17.29 1,383.20 36,074	19.74 1,579.20 41,186	22.53 1,802.40 47,007	25.70 2,056.00 53,620	29.35 2,348.00 61,236
18	Hourly 10.64 Biweekly 851.20 Annual* 22,199	12.02 961.60 25,079	13.58 1,086.40 28,333	15.48 1,238.40 32,297	17.69 1,415.20 36,908	20.19 1,615.20 42,124	23.03 1,842.40 48,050	26.28 2,102.40 54,831	30.00 2,400.00 62,592
19	Hourly 10.85 Biweekly 868.00 Annual* 22,637	12.26 980.80 25,579	13.87 1,109.60 28,938	15.84 1,267.20 33,049	18.07 1,445.60 37,701	20.62 1,649.60 43,022	23.54 1,883.20 49,114	26.87 2,149.60 56,062	30.67 2,453.60 63,990
20	Hourly 11.08 Biweekly 886.40 Annual* 23,117	12.52 1,001.60 26,122	14.17 1,133.60 29,564	16.19 1,295.20 33,779	18.47 1,477.60 38,536	21.09 1,687.20 44,002	24.07 1,925.60 50,220	27.47 2,197.60 57,313	31.35 2,508.00 65,409

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave, Title 4, Pennsylvania Code."

# **APPENDIX B** **COMMONWEALTH OF PENNSYLVANIA** **37.5 HOUR STANDARD PAY SCHEDULE** **EFFECTIVE JULY 1, 1997** **SCHEDULE S**

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
1	Hourly 7.83 Biweekly 587.25 Annual* 15,315	8.81 660.75 17,232	9.92 744.00 19,404	11.18 838.50 21,868	12.63 947.25 24,704	14.29 1,071.75 27,951	16.32 1,224.00 31,922	18.61 1,395.75 36,401	21.24 1,593.00 41,545	24.25 1,818.75 47,433
2	Hourly 7.98 Biweekly 598.50 Annual* 15,609	8.98 673.50 17,565	10.11 758.25 19,775	11.41 855.75 22,318	12.90 967.50 25,232	14.60 1,095.00 28,558	16.68 1,251.00 32,626	19.02 1,426.50 37,203	21.72 1,629.00 42,484	24.79 1,859.25 48,489
3	Hourly 8.15 Biweekly 611.25 Annual* 15,941	9.16 687.00 17,917	10.32 774.00 20,186	11.64 873.00 22,768	13.15 986.25 25,721	14.91 1,118.25 29,164	17.04 1,278.00 33,330	19.47 1,460.25 38,083	22.20 1,665.00 43,423	25.35 1,901.25 49,585
4	Hourly 8.30 Biweekly 622.50 Annual* 16,235	9.34 700.50 18,269	10.53 789.75 20,597	11.89 891.75 23,257	13.43 1,007.25 26,269	15.25 1,143.75 29,829	17.42 1,306.50 34,074	19.90 1,492.50 38,924	22.70 1,702.50 44,401	25.90 1,942.50 50,660
5	Hourly 8.47 Biweekly 635.25 Annual* 16,567	9.53 714.75 18,641	10.73 804.75 20,988	12.12 909.00 23,707	13.70 1,027.50 26,797	15.60 1,170.00 30,514	17.81 1,335.75 34,836	20.33 1,524.75 39,765	23.21 1,740.75 45,399	26.47 1,985.25 51,775

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

**APPENDIX B (Continued)**  
**COMMONWEALTH OF PENNSYLVANIA**  
**37.5 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 1997**  
**SCHEDULE S**

PAY STEP		PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
6	Hourly	8.63	9.72	10.96	12.38	13.99	15.94	18.22	20.80	23.72	27.07
	Biweekly	647.25	729.00	822.00	928.50	1,049.25	1,195.50	1,366.50	1,560.00	1,779.00	2,030.25
	Annual*	16,880	19,012	21,438	24,215	27,364	31,179	35,638	40,685	46,396	52,949
7	Hourly	8.81	9.92	11.18	12.63	14.29	16.32	18.61	21.24	24.25	27.68
	Biweekly	660.75	744.00	838.50	947.25	1,071.75	1,224.00	1,395.75	1,593.00	1,818.75	2,076.00
	Annual*	17,232	19,404	21,868	24,704	27,951	31,922	36,401	41,545	47,433	54,142
8	Hourly	8.98	10.11	11.41	12.90	14.60	16.68	19.02	21.72	24.79	28.29
	Biweekly	673.50	758.25	855.75	967.50	1,095.00	1,251.00	1,426.50	1,629.00	1,859.25	2,121.75
	Annual*	17,565	19,775	22,318	25,232	28,558	32,626	37,203	42,484	48,489	55,335
9	Hourly	9.16	10.32	11.64	13.15	14.91	17.04	19.47	22.20	25.35	28.92
	Biweekly	687.00	774.00	873.00	986.25	1,118.25	1,278.00	1,460.25	1,665.00	1,901.25	2,169.00
	Annual*	17,917	20,186	22,768	25,721	29,164	33,330	38,083	43,423	49,585	56,568
10	Hourly	9.34	10.53	11.89	13.43	15.25	17.42	19.90	22.70	25.90	29.56
	Biweekly	700.50	789.75	891.75	1,007.25	1,143.75	1,306.50	1,492.50	1,702.50	1,942.50	2,217.00
	Annual*	18,269	20,597	23,257	26,269	29,829	34,074	38,924	44,401	50,660	57,819

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.



**APPENDIX B (Continued)**  
**COMMONWEALTH OF PENNSYLVANIA**  
**37.5 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 1997**  
**SCHEDULE S**

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
11	Hourly	9.53	10.73	13.70	15.60	17.81	20.33	23.21	26.47	30.23
	Biweekly	714.75	804.75	1,027.50	1,170.00	1,335.75	1,524.75	1,740.75	1,985.25	2,267.25
	Annual*	18,641	20,988	26,797	30,514	34,836	39,765	45,399	51,775	59,130
12	Hourly	9.72	10.96	13.99	15.94	18.22	20.80	23.72	27.07	30.90
	Biweekly	729.00	822.00	1,049.25	1,195.50	1,366.50	1,560.00	1,779.00	2,030.25	2,317.50
	Annual*	19,012	21,438	27,364	31,179	35,638	40,685	46,396	52,949	60,440
13	Hourly	9.92	11.18	12.63	14.29	16.32	18.61	21.24	24.25	27.68
	Biweekly	744.00	838.50	947.25	1,071.75	1,224.00	1,395.75	1,593.00	1,818.75	2,076.00
	Annual*	19,404	21,868	24,704	27,951	31,922	36,401	41,545	47,433	54,142
14	Hourly	10.11	11.41	12.90	14.60	16.68	19.02	21.72	24.79	28.29
	Biweekly	758.25	855.75	967.50	1,095.00	1,251.00	1,426.50	1,629.00	1,859.25	2,121.75
	Annual*	19,775	22,318	25,232	28,558	32,626	37,203	42,484	48,489	55,335
15	Hourly	10.32	11.64	13.15	14.91	17.04	19.47	22.20	25.35	28.92
	Biweekly	774.00	873.00	986.25	1,118.25	1,278.00	1,460.25	1,665.00	1,901.25	2,169.00
	Annual*	20,186	22,768	25,721	29,164	33,330	38,083	43,423	49,585	56,568

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

**APPENDIX B (Continued)**  
**COMMONWEALTH OF PENNSYLVANIA**  
**37.5 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 1997**  
**SCHEDULE S**

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10	
16	Hourly	10.53	11.89	13.43	15.25	17.42	19.90	22.70	25.90	29.56	33.75
	Biweekly	789.75	891.75	1,007.25	1,143.75	1,306.50	1,492.50	1,702.50	1,942.50	2,217.00	2,531.25
	Annual*	20,597	23,257	26,269	29,829	34,074	38,924	44,401	50,660	57,819	66,015
17	Hourly	10.73	12.12	13.70	15.60	17.81	20.33	23.21	26.47	30.23	34.51
	Biweekly	804.75	909.00	1,027.50	1,170.00	1,335.75	1,524.75	1,740.75	1,985.25	2,267.25	2,588.25
	Annual*	20,988	23,707	26,797	30,514	34,836	39,765	45,399	51,775	59,130	67,502
18	Hourly	10.96	12.38	13.99	15.94	18.22	20.80	23.72	27.07	30.90	35.28
	Biweekly	822.00	928.50	1,049.25	1,195.50	1,366.50	1,560.00	1,779.00	2,030.25	2,317.50	2,646.00
	Annual*	21,438	24,215	27,364	31,179	35,638	40,685	46,396	52,949	60,440	69,008
19	Hourly	11.18	12.63	14.29	16.32	18.61	21.24	24.25	27.68	31.59	36.06
	Biweekly	838.50	947.25	1,071.75	1,224.00	1,395.75	1,593.00	1,818.75	2,076.00	2,369.25	2,704.50
	Annual*	21,868	24,704	27,951	31,922	36,401	41,545	47,433	54,142	61,790	70,533
20	Hourly	11.41	12.90	14.60	16.68	19.02	21.72	24.79	28.29	32.29	36.86
	Biweekly	855.75	967.50	1,095.00	1,251.00	1,426.50	1,629.00	1,859.25	2,121.75	2,421.75	2,764.50
	Annual*	22,318	25,232	28,558	32,626	37,203	42,484	48,489	55,335	63,159	72,098

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

# **APPENDIX B (Continued)** **COMMONWEALTH OF PENNSYLVANIA** **40 HOUR STANDARD PAY SCHEDULE** **EFFECTIVE JULY 1, 1997** **SCHEDULE S**

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
1	Hourly	7.83	8.81	9.92	11.18	12.63	14.29	16.32	18.61
	Biweekly	626.40	704.80	793.60	894.40	1,010.40	1,143.20	1,305.60	1,488.80
	Annual*	16,337	18,381	20,697	23,326	26,351	29,815	34,050	38,828
2	Hourly	7.98	8.98	10.11	11.41	12.90	14.60	16.68	19.02
	Biweekly	638.40	718.40	808.80	912.80	1,032.00	1,168.00	1,334.40	1,521.60
	Annual*	16,649	18,736	21,094	23,806	26,915	30,461	34,801	39,683
3	Hourly	8.15	9.16	10.32	11.64	13.15	14.91	17.04	19.47
	Biweekly	652.00	732.80	825.60	931.20	1,052.00	1,192.80	1,363.20	1,557.60
	Annual*	17,004	19,111	21,532	24,286	27,436	31,108	35,552	40,622
4	Hourly	8.30	9.34	10.53	11.89	13.43	15.25	17.42	19.90
	Biweekly	664.00	747.20	842.40	951.20	1,074.40	1,220.00	1,393.60	1,592.00
	Annual*	17,317	19,487	21,970	24,807	28,020	31,818	36,345	41,519
5	Hourly	8.47	9.53	10.73	12.12	13.70	15.60	17.81	20.33
	Biweekly	677.60	762.40	858.40	969.60	1,096.00	1,248.00	1,424.80	1,626.40
	Annual*	17,672	19,883	22,387	25,287	28,584	32,548	37,159	42,417
									48,425

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave, Title 4, Pennsylvania Code."

**APPENDIX B (Continued)**  
COMMONWEALTH OF PENNSYLVANIA  
40 HOUR STANDARD PAY SCHEDULE  
EFFECTIVE JULY 1, 1997  
**SCHEDULE S**

PAY STEP		PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
6	Hourly	8.63	9.72	10.96	12.38	13.99	15.94	18.22	20.80	23.72
	Biweekly	<b>690.40</b>	<b>777.60</b>	<b>876.80</b>	<b>990.40</b>	<b>1,119.20</b>	<b>1,275.20</b>	<b>1,457.60</b>	<b>1,664.00</b>	<b>1,897.60</b>
	Annual*	18,006	20,280	22,867	25,830	29,189	33,257	38,014	43,397	49,489
7	Hourly	8.81	9.92	11.18	12.63	14.29	16.32	18.61	21.24	24.25
	Biweekly	<b>704.80</b>	<b>793.60</b>	<b>894.40</b>	<b>1,010.40</b>	<b>1,143.20</b>	<b>1,305.60</b>	<b>1,488.80</b>	<b>1,699.20</b>	<b>1,940.00</b>
	Annual*	18,381	20,697	23,326	26,351	29,815	34,050	38,828	44,315	50,595
8	Hourly	8.98	10.11	11.41	12.90	14.60	16.68	19.02	21.72	24.79
	Biweekly	<b>718.40</b>	<b>808.80</b>	<b>912.80</b>	<b>1,032.00</b>	<b>1,168.00</b>	<b>1,334.40</b>	<b>1,521.60</b>	<b>1,737.60</b>	<b>1,983.20</b>
	Annual*	18,736	21,094	23,806	26,915	30,461	34,801	39,683	45,317	51,722
9	Hourly	9.16	10.32	11.64	13.15	14.91	17.04	19.47	22.20	25.35
	Biweekly	<b>732.80</b>	<b>825.60</b>	<b>931.20</b>	<b>1,052.00</b>	<b>1,192.80</b>	<b>1,363.20</b>	<b>1,557.60</b>	<b>1,776.00</b>	<b>2,028.00</b>
	Annual*	19,111	21,532	24,286	27,436	31,108	35,552	40,622	46,318	52,890
10	Hourly	9.34	10.53	11.89	13.43	15.25	17.42	19.90	22.70	25.90
	Biweekly	<b>747.20</b>	<b>842.40</b>	<b>951.20</b>	<b>1,074.40</b>	<b>1,220.00</b>	<b>1,393.60</b>	<b>1,592.00</b>	<b>1,816.00</b>	<b>2,072.00</b>
	Annual*	19,487	21,970	24,807	28,020	31,818	36,345	41,519	47,361	54,038

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendances, Holidays, and Leave, Title 4, Pennsylvania Code."

# **APPENDIX B (Continued)** **COMMONWEALTH OF PENNSYLVANIA** **40 HOUR STANDARD PAY SCHEDULE** **EFFECTIVE JULY 1, 1997** **SCHEDULE S**

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	
11	Hourly	9.53	10.73	12.12	13.70	15.60	17.81	20.33	23.21	26.47
	Biweekly	762.40	858.40	969.60	1,096.00	1,248.00	1,424.80	1,626.40	1,856.80	2,117.60
	Annual*	19,883	22,387	25,287	28,584	32,548	37,159	42,417	48,425	55,227
12	Hourly	9.72	10.96	12.38	13.99	15.94	18.22	20.80	23.72	27.07
	Biweekly	777.60	876.80	990.40	1,119.20	1,275.20	1,457.60	1,664.00	1,897.60	2,165.60
	Annual*	20,280	22,867	25,830	29,189	33,257	38,014	43,397	49,489	56,479
13	Hourly	9.92	11.18	12.63	14.29	16.32	18.61	21.24	24.25	27.68
	Biweekly	793.60	894.40	1,010.40	1,143.20	1,305.60	1,488.80	1,699.20	1,940.00	2,214.40
	Annual*	20,697	23,326	26,351	29,815	34,050	38,828	44,315	50,595	57,752
14	Hourly	10.11	11.41	12.90	14.60	16.68	19.02	21.72	24.79	28.29
	Biweekly	808.80	912.80	1,032.00	1,168.00	1,334.40	1,521.60	1,737.60	1,983.20	2,263.20
	Annual*	21,094	23,806	26,915	30,461	34,801	39,683	45,317	51,722	59,024
15	Hourly	10.32	11.64	13.15	14.91	17.04	19.47	22.20	25.35	28.92
	Biweekly	825.60	931.20	1,052.00	1,192.80	1,363.20	1,557.60	1,776.00	2,028.00	2,313.60
	Annual*	21,532	24,286	27,436	31,108	35,552	40,622	46,318	52,890	60,339

- \* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.
- \*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave, Title 4, Pennsylvania Code."

# **APPENDIX B (Continued)** **COMMONWEALTH OF PENNSYLVANIA** **40 HOUR STANDARD PAY SCHEDULE** **EFFECTIVE JULY 1, 1997** **SCHEDULE S**

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
16	Hourly 10.53 Biweekly 842.40 Annual* 21,970	11.89 951.20 24,807	13.43 1,074.40 28,020	15.25 1,220.00 31,818	17.42 1,393.60 36,345	19.90 1,592.00 41,519	22.70 1,816.00 47,361	25.90 2,072.00 54,038	29.56 2,364.80 61,674
17	Hourly 10.73 Biweekly 858.40 Annual* 22,387	12.12 969.60 25,287	13.70 1,096.00 28,584	15.60 1,248.00 32,548	17.81 1,424.80 37,159	20.33 1,626.40 42,417	23.21 1,856.80 48,425	26.47 2,117.60 55,227	30.23 2,418.40 63,072
18	Hourly 10.96 Biweekly 876.80 Annual* 22,867	12.38 990.40 25,830	13.99 1,119.20 29,189	15.94 1,275.20 33,257	18.22 1,457.60 38,014	20.80 1,664.00 43,397	23.72 1,897.60 49,489	27.07 2,165.60 56,479	30.90 2,472.00 64,470
19	Hourly 11.18 Biweekly 894.40 Annual* 23,326	12.63 1,010.40 26,351	14.29 1,143.20 29,815	16.32 1,305.60 34,050	18.61 1,488.80 38,828	21.24 1,699.20 44,315	24.25 1,940.00 50,595	27.68 2,214.40 57,752	31.59 2,527.20 65,909
20	Hourly 11.41 Biweekly 912.80 Annual* 23,806	12.90 1,032.00 26,915	14.60 1,168.00 30,461	16.68 1,334.40 34,801	19.02 1,521.60 39,683	21.72 1,737.60 45,317	24.79 1,983.20 51,722	28.29 2,263.20 59,024	32.29 2,583.20 67,370

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave, Title 4, Pennsylvania Code."

# **APPENDIX C** **COMMONWEALTH OF PENNSYLVANIA** **37.5 HOUR STANDARD PAY SCHEDULE** **EFFECTIVE JULY 1, 1998** **SCHEDULE S**

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
1	Hourly 8.06 Biweekly 604.50 Annual* 15,765	9.07 680.25 17,741	10.22 766.50 19,990	11.52 864.00 22,533	13.01 975.75 25,448	14.72 1,104.00 28,792	16.81 1,260.75 32,880	19.17 1,437.75 37,497	21.88 1,641.00 42,797	24.98 1,873.50 48,861
2	Hourly 8.22 Biweekly 616.50 Annual* 16,078	9.25 693.75 18,093	10.41 780.75 20,362	11.75 881.25 22,983	13.29 996.75 25,995	15.04 1,128.00 29,418	17.18 1,288.50 33,604	19.59 1,469.25 38,318	22.37 1,677.75 43,756	25.53 1,914.75 49,937
3	Hourly 8.39 Biweekly 629.25 Annual* 16,411	9.43 707.25 18,445	10.63 797.25 20,792	11.99 899.25 23,452	13.54 1,015.50 26,484	15.36 1,152.00 30,044	17.55 1,316.25 34,328	20.05 1,503.75 39,218	22.87 1,715.25 44,734	26.11 1,958.25 51,071
4	Hourly 8.55 Biweekly 641.25 Annual* 16,724	9.62 721.50 18,817	10.85 813.75 21,223	12.25 918.75 23,961	13.83 1,037.25 27,051	15.71 1,178.25 30,729	17.94 1,345.50 35,091	20.50 1,537.50 40,098	23.38 1,753.50 45,731	26.68 2,001.00 52,186
5	Hourly 8.72 Biweekly 654.00 Annual* 17,056	9.82 736.50 19,208	11.05 828.75 21,614	12.48 936.00 24,411	14.11 1,058.25 27,599	16.07 1,205.25 31,433	18.34 1,375.50 35,873	20.94 1,570.50 40,959	23.91 1,793.25 46,768	27.26 2,044.50 53,321

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

# **APPENDIX C (Continued)** **COMMONWEALTH OF PENNSYLVANIA** **37.5 HOUR STANDARD PAY SCHEDULE** **EFFECTIVE JULY 1, 1998** **SCHEDULE S**

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10	
6	Hourly	8.89	10.01	11.29	12.75	14.41	16.42	18.77	21.42	24.43	27.88
	Biweekly	666.75	750.75	846.75	956.25	1,080.75	1,231.50	1,407.75	1,606.50	1,832.25	2,091.00
	Annual*	17,389	19,580	22,083	24,939	28,186	32,118	36,714	41,898	47,785	54,533
7	Hourly	9.07	10.22	11.52	13.01	14.72	16.81	19.17	21.88	24.98	28.51
	Biweekly	680.25	766.50	864.00	975.75	1,104.00	1,260.75	1,437.75	1,641.00	1,873.50	2,138.25
	Annual*	17,741	19,990	22,533	25,448	28,792	32,880	37,497	42,797	48,861	55,766
8	Hourly	9.25	10.41	11.75	13.29	15.04	17.18	19.59	22.37	25.53	29.14
	Biweekly	693.75	780.75	881.25	996.75	1,128.00	1,288.50	1,469.25	1,677.75	1,914.75	2,185.50
	Annual*	18,093	20,362	22,983	25,995	29,418	33,604	38,318	43,756	49,937	56,998
9	Hourly	9.43	10.63	11.99	13.54	15.36	17.55	20.05	22.87	26.11	29.79
	Biweekly	707.25	797.25	899.25	1,015.50	1,152.00	1,316.25	1,503.75	1,715.25	1,958.25	2,234.25
	Annual*	18,445	20,792	23,452	26,484	30,044	34,328	39,218	44,734	51,071	58,269
10	Hourly	9.62	10.85	12.25	13.83	15.71	17.94	20.50	23.38	26.68	30.45
	Biweekly	721.50	813.75	918.75	1,037.25	1,178.25	1,345.50	1,537.50	1,753.50	2,001.00	2,283.75
	Annual*	18,817	21,223	23,961	27,051	30,729	35,091	40,098	45,731	52,186	59,560

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.



**APPENDIX C (Continued)**  
COMMONWEALTH OF PENNSYLVANIA  
37.5 HOUR STANDARD PAY SCHEDULE  
EFFECTIVE JULY 1, 1998  
**SCHEDULE S**

PAY STEP		PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
11	Hourly	9.82	11.05	12.48	14.11	16.07	18.34	20.94	23.91	27.26	31.14
	Biweekly	736.50	828.75	936.00	1,058.25	1,205.25	1,375.50	1,570.50	1,793.25	2,044.50	2,335.50
	Annual*	19,208	21,614	24,411	27,599	31,433	35,873	40,959	46,768	53,321	60,910
12	Hourly	10.01	11.29	12.75	14.41	16.42	18.77	21.42	24.43	27.88	31.83
	Biweekly	750.75	846.75	956.25	1,080.75	1,231.50	1,407.75	1,606.50	1,832.25	2,091.00	2,387.25
	Annual*	19,580	22,083	24,939	28,186	32,118	36,714	41,898	47,785	54,533	62,259
13	Hourly	10.22	11.52	13.01	14.72	16.81	19.17	21.88	24.98	28.51	32.54
	Biweekly	766.50	864.00	975.75	1,104.00	1,260.75	1,437.75	1,641.00	1,873.50	2,138.25	2,440.50
	Annual*	19,990	22,533	25,448	28,792	32,880	37,497	42,797	48,861	55,766	63,648
14	Hourly	10.41	11.75	13.29	15.04	17.18	19.59	22.37	25.53	29.14	33.26
	Biweekly	780.75	881.25	996.75	1,128.00	1,288.50	1,469.25	1,677.75	1,914.75	2,185.50	2,494.50
	Annual*	20,362	22,983	25,995	29,418	33,604	38,318	43,756	49,937	56,998	65,057
15	Hourly	10.63	11.99	13.54	15.36	17.55	20.05	22.87	26.11	29.79	34.01
	Biweekly	797.25	899.25	1,015.50	1,152.00	1,316.25	1,503.75	1,715.25	1,958.25	2,234.25	2,550.75
	Annual*	20,792	23,452	26,484	30,044	34,328	39,218	44,734	51,071	58,269	66,524

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

**APPENDIX C (Continued)**  
**COMMONWEALTH OF PENNSYLVANIA**  
**37.5 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 1998**  
**SCHEDULE S**

PAY STEP		PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
16	Hourly	10.85	12.25	13.83	15.71	17.94	20.50	23.38	26.68	30.45	34.76
	Biweekly	813.75	918.75	1,037.25	1,178.25	1,345.50	1,537.50	1,753.50	2,001.00	2,283.75	2,607.00
	Annual*	21,223	23,961	27,051	30,729	35,091	40,098	45,731	52,186	59,560	67,991
17	Hourly	11.05	12.48	14.11	16.07	18.34	20.94	23.91	27.26	31.14	35.55
	Biweekly	828.75	936.00	1,058.25	1,205.25	1,375.50	1,570.50	1,793.25	2,044.50	2,335.50	2,666.25
	Annual*	21,614	24,411	27,599	31,433	35,873	40,959	46,768	53,321	60,910	69,536
18	Hourly	11.29	12.75	14.41	16.42	18.77	21.42	24.43	27.88	31.83	36.34
	Biweekly	846.75	956.25	1,080.75	1,231.50	1,407.75	1,606.50	1,832.25	2,091.00	2,387.25	2,725.50
	Annual*	22,083	24,939	28,186	32,118	36,714	41,898	47,785	54,533	62,259	71,081
19	Hourly	11.52	13.01	14.72	16.81	19.17	21.88	24.98	28.51	32.54	37.14
	Biweekly	864.00	975.75	1,104.00	1,260.75	1,437.75	1,641.00	1,873.50	2,138.25	2,440.50	2,785.50
	Annual*	22,533	25,448	28,792	32,880	37,497	42,797	48,861	55,766	63,648	72,646
20	Hourly	11.75	13.29	15.04	17.18	19.59	22.37	25.53	29.14	33.26	37.97
	Biweekly	881.25	996.75	1,128.00	1,288.50	1,469.25	1,677.75	1,914.75	2,185.50	2,494.50	2,847.75
	Annual*	22,983	25,995	29,418	33,604	38,318	43,756	49,937	56,998	65,057	74,269

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

**APPENDIX C (Continued)**  
**COMMONWEALTH OF PENNSYLVANIA**  
**40 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 1998**  
**SCHEDULE S**

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
1	Hourly 8.06 Biweekly <b>644.80</b> Annual* 16,816	9.07 <b>725.60</b> 18,924	10.22 <b>817.60</b> 21,323	11.52 <b>921.60</b> 24,035	13.01 <b>1,040.80</b> 27,144	14.72 <b>1,177.60</b> 30,712	16.81 <b>1,344.80</b> 35,072	19.17 <b>1,533.60</b> 39,996	21.88 <b>1,750.40</b> 45,650
2	Hourly 8.22 Biweekly <b>657.60</b> Annual* 17,150	9.25 <b>740.00</b> 19,299	10.41 <b>832.80</b> 21,719	11.75 <b>940.00</b> 24,515	13.29 <b>1,063.20</b> 27,728	15.04 <b>1,203.20</b> 31,379	17.18 <b>1,374.40</b> 35,844	19.59 <b>1,567.20</b> 40,873	22.37 <b>1,789.60</b> 46,673
3	Hourly 8.39 Biweekly <b>671.20</b> Annual* 17,505	9.43 <b>754.40</b> 19,675	10.63 <b>850.40</b> 22,178	11.99 <b>959.20</b> 25,016	13.54 <b>1,083.20</b> 28,250	15.36 <b>1,228.80</b> 32,047	17.55 <b>1,404.00</b> 36,616	20.05 <b>1,604.00</b> 41,832	22.87 <b>1,829.60</b> 47,716
4	Hourly 8.55 Biweekly <b>684.00</b> Annual* 17,839	9.62 <b>769.60</b> 20,071	10.85 <b>868.00</b> 22,637	12.25 <b>980.00</b> 25,558	13.83 <b>1,106.40</b> 28,855	15.71 <b>1,256.80</b> 32,777	17.94 <b>1,435.20</b> 37,430	20.50 <b>1,640.00</b> 42,771	23.38 <b>1,870.40</b> 48,780
5	Hourly 8.72 Biweekly <b>697.60</b> Annual* 18,193	9.82 <b>785.60</b> 20,488	11.05 <b>884.00</b> 23,055	12.48 <b>998.40</b> 26,038	14.11 <b>1,128.80</b> 29,439	16.07 <b>1,285.60</b> 33,528	18.34 <b>1,467.20</b> 38,265	20.94 <b>1,675.20</b> 43,689	23.91 <b>1,912.80</b> 49,886

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave, Title 4, Pennsylvania Code."

**APPENDIX C (Continued)**  
**COMMONWEALTH OF PENNSYLVANIA**  
**40 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 1998**  
**SCHEDULE S**

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
6	Hourly	8.89	10.01	12.75	14.41	16.42	18.77	21.42	24.43
	Biweekly	711.20	800.80	1,020.00	1,152.80	1,313.60	1,501.60	1,713.60	1,954.40
	Annual*	18,548	20,885	26,602	30,065	34,259	39,162	44,691	50,971
7	Hourly	9.07	10.22	13.01	14.72	16.81	19.17	21.88	24.98
	Biweekly	725.60	817.60	1,040.80	1,177.60	1,344.80	1,533.60	1,750.40	1,998.40
	Annual*	18,924	21,323	27,144	30,712	35,072	39,996	45,650	52,118
8	Hourly	9.25	10.41	13.29	15.04	17.18	19.59	22.37	25.53
	Biweekly	740.00	832.80	1,063.20	1,203.20	1,374.40	1,567.20	1,789.60	2,042.40
	Annual*	19,299	21,719	27,728	31,379	35,844	40,873	46,673	53,266
9	Hourly	9.43	10.63	13.54	15.36	17.55	20.05	22.87	26.11
	Biweekly	754.40	850.40	1,083.20	1,228.80	1,404.00	1,604.00	1,829.60	2,088.80
	Annual*	19,675	22,178	28,250	32,047	36,616	41,832	47,716	54,476
10	Hourly	9.62	10.85	13.83	15.71	17.94	20.50	23.38	26.68
	Biweekly	769.60	868.00	1,106.40	1,256.80	1,435.20	1,640.00	1,870.40	2,134.40
	Annual*	20,071	22,637	28,855	32,777	37,430	42,771	48,780	55,665

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave, Title 4, Pennsylvania Code."

# **APPENDIX C (Continued)** **COMMONWEALTH OF PENNSYLVANIA** **40 HOUR STANDARD PAY SCHEDULE** **EFFECTIVE JULY 1, 1998** **SCHEDULE S**

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
11	Hourly 9.82 Biweekly 785.60 Annual* 20,488	11.05 884.00 23,055	12.48 998.40 26,038	14.11 1,128.80 29,439	16.07 1,285.60 33,528	18.34 1,467.20 38,265	20.94 1,675.20 43,689	23.91 1,912.80 49,886	27.26 2,180.80 56,875
12	Hourly 10.01 Biweekly 800.80 Annual* 20,885	11.29 903.20 23,555	12.75 1,020.00 26,602	14.41 1,152.80 30,065	16.42 1,313.60 34,259	18.77 1,501.60 39,162	21.42 1,713.60 44,691	24.43 1,954.40 50,971	27.88 2,230.40 58,169
13	Hourly 10.22 Biweekly 817.60 Annual* 21,323	11.52 921.60 24,035	13.01 1,040.80 27,144	14.72 1,177.60 30,712	16.81 1,344.80 35,072	19.17 1,533.60 39,996	21.88 1,750.40 45,650	24.98 1,998.40 52,118	28.51 2,280.80 59,483
14	Hourly 10.41 Biweekly 832.80 Annual* 21,719	11.75 940.00 24,515	13.29 1,063.20 27,728	15.04 1,203.20 31,379	17.18 1,374.40 35,844	19.59 1,567.20 40,873	22.37 1,789.60 46,673	25.53 2,042.40 53,266	29.14 2,331.20 60,798
15	Hourly 10.63 Biweekly 850.40 Annual* 22,178	11.99 959.20 25,016	13.54 1,083.20 28,250	15.36 1,228.80 32,047	17.55 1,404.00 36,616	20.05 1,604.00 41,832	22.87 1,829.60 47,716	26.11 2,088.80 54,476	29.79 2,383.20 62,154

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave, Title 4, Pennsylvania Code."

**APPENDIX C (Continued)**  
**COMMONWEALTH OF PENNSYLVANIA**  
**40 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 1998**  
**SCHEDULE S**

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
16	Hourly 10.85 Biweekly 868.00 Annual* 22,637	12.25 980.00 25,558	13.83 1,106.40 28,855	15.71 1,256.80 32,777	17.94 1,435.20 37,430	20.50 1,640.00 42,771	23.38 1,870.40 48,780	26.68 2,134.40 55,665	30.45 2,436.00 63,531
17	Hourly 11.05 Biweekly 884.00 Annual* 23,055	12.48 998.40 26,038	14.11 1,128.80 29,439	16.07 1,285.60 33,528	18.34 1,467.20 38,265	20.94 1,675.20 43,689	23.91 1,912.80 49,886	27.26 2,180.80 56,875	31.14 2,491.20 64,970
18	Hourly 11.29 Biweekly 903.20 Annual* 23,555	12.75 1,020.00 26,602	14.41 1,152.80 30,065	16.42 1,313.60 34,259	18.77 1,501.60 39,162	21.42 1,713.60 44,691	24.43 1,954.40 50,971	27.88 2,230.40 58,169	31.83 2,546.40 66,410
19	Hourly 11.52 Biweekly 921.60 Annual* 24,035	13.01 1,040.80 27,144	14.72 1,177.60 30,712	16.81 1,344.80 35,072	19.17 1,533.60 39,996	21.88 1,750.40 45,650	24.98 1,998.40 52,118	28.51 2,280.80 59,483	32.54 2,603.20 67,891
20	Hourly 11.75 Biweekly 940.00 Annual* 24,515	13.29 1,063.20 27,728	15.04 1,203.20 31,379	17.18 1,374.40 35,844	19.59 1,567.20 40,873	22.37 1,789.60 46,673	25.53 2,042.40 53,266	29.14 2,331.20 60,798	33.26 2,660.80 69,394

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave, Title 4, Pennsylvania Code."

## APPENDIX D

### CLASSIFICATION TITLES BY BARGAINING UNIT

#### MAINTENANCE AND TRADES UNIT Non-Professional, Non-Supervisory

CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
27610	Able Bodied Sailor, Flagship Niagara.....	4	J1
27613	Steward, Flagship Niagara.....	4	J1
27615	Sailmaker, Flagship Niagara .....	5	J1
27617	Coxswain, Flagship Niagara .....	5	J1
27619	Engineer, Flagship Niagara .....	7	J1
27620	Second Mate, Flagship Niagara.....	7	J1
50000	Farm Worker 1 .....	2	J1
50010	Farm Worker 2.....	3	J1
50110	Dairy Worker 1 .....	2	J1
50510	Florist 1 .....	2	J1
50710	Groundskeeper.....	2	J1
53980	Forest Insect Pest Aide 1 .....	2	J1
53990	Forest Insect Pest Aide 2 .....	3	J1
54010	Forest Lookout.....	2	J1
54030	Forest Patrolman .....	2	J1
60050	Fishing & Boating Facilities Maintainer .....	4	J1
60127	Game Lands Maintenance Worker 1 .....	3	J1
60128	Game Lands Maintenance Worker 2 .....	4	J1
61019	Fish Culturist 1 .....	3	J1
61020	Fish Culturist 2 .....	4	J1
61320	Wildlife Maintenance Propagator .....	4	J1
71250	Elevator Maintenance Specialist .....	7	J1
90010	Laborer.....	2	J1
90020	Highway Maintenance Worker .....	2	J1

CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
90030	Semi-Skilled Laborer.....	3	J1
90110	Labor Foreman 1 .....	3	J1
91010	Highway Foreman 1 .....	3	J1
91110	Highway Sign Worker .....	3	J1
91210	Sign Technician .....	3	J1
91211	Lead Sign Technician .....	4	J1
91360	Transportation Equipment Operator Trainee.....	2	J1
91380	Transportation Equipment Operator A .....	3	J1
91400	Transportation Equipment Operator B .....	4	J1
91410	Tunnel Maintainer .....	4	J1
92100	Equipment Operator A.....	3	J1
92101	Equipment Operator B.....	4	J1
92131	Transportation Equipment Operator Instructor ....	5	J1
92310	Drill Operator 1 .....	4	J1
93000	Tradesman Helper .....	3	J1
93010	Automotive Serviceman .....	2	J1
93080	Equipment Body Repairer and Painter .....	4	J1
93110	Automotive Mechanic .....	4	J1
93112	Automotive Vehicle Recovery Mechanic .....	4	J1
93130	Diesel Mechanic .....	4	J1
93230	Aircraft Mechanic .....	6	J1
93235	Helicopter Mechanic .....	6	J1
93300	Pennsylvania State Police Gunsmith.....	4	J1
93310	Machinist .....	4	J1
93410	Welder .....	4	J1
93450	Locksmith .....	4	J1
93710	Office Equipment Repairman .....	4	J1
93800	Orthopedic Appliance Apprentice .....	4	J1
93810	Orthotics Appliance Technician.....	5	J1
93820	Orthotics Appliance Assistant .....	5	J1
93860	Prosthetics Appliance Technician .....	5	J1
93870	Prosthetics Appliance Assistant.....	5	J1
93900	Adaptive Equipment Technician .....	4	J1



CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
94010	Carpenter .....	4	J1
94070	Cabinet Maker .....	4	J1
94110	Roofer Tinsmith .....	4	J1
94210	Mason .....	4	J1
94220	Cement Finisher .....	4	J1
94250	Plasterer .....	4	J1
94310	Plumber .....	4	J1
94370	Steamfitter .....	4	J1
94390	High Voltage Electrician .....	6	J1
94410	Electrician .....	4	J1
94510	Painter .....	4	J1
94550	Decorator Sign Painter .....	4	J1
94610	Maintenance Repairman 1 .....	3	J1
94620	Maintenance Repairman 2 .....	4	J1
95120	Vector Control Specialist .....	3	J1
95410	Barber 1 .....	4	J1
95510	Cosmetologist 1 .....	4	J1
96030	Photographic Specialist 1 .....	4	J1
96040	Photographic Specialist 2 .....	5	J1
96070	Forensic Photographer .....	5	J1
96080	Micrographics Technician .....	4	J1
96120	Photolithographer .....	3	J1
96160	Copy Machine Operator .....	2	J1
96240	Micrographics Technician Trainee .....	3	J1
96312	Lithographic Press Operator 1 .....	3	J1
96313	Lithographic Press Operator 2 .....	4	J1
96420	Paper Cutter .....	3	J1
96430	Printer 1 .....	4	J1
96610	Film Exhibits Technician .....	3	J1
96660	Bindery Worker 1 .....	2	J1
96670	Bindery Worker 2 .....	3	J1
97010	Utility Plant Helper .....	2	J1
97110	Utility Plant Operator 1 .....	3	J1

CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
97120	Utility Plant Operator 2.....	4	J1
97270	Water Treatment Plant Operator Trainee.....	3	J1
97280	Sewage Treatment Plant Operator Trainee .....	3	J1
97290	Mine Drainage Treatment Plant Operator Trainee .....	3	J1
97300	Water Treatment Plant Operator .....	4	J1
97301	Water Treatment Plant Chief Operator .....	5	J1
97310	Sewage Treatment Plant Operator .....	4	J1
97311	Sewage Treatment Plant Chief Operator .....	5	J1
97320	Mine Drainage Treatment Plant Operator .....	4	J1
97720	Refrigeration Mechanic .....	4	J1
97730	Temperature Controls Technician .....	4	J1
97810	Plant Mechanic .....	4	J1
98510	Upholsterer .....	4	J1

**CLERICAL, ADMINISTRATIVE  
AND FISCAL UNIT  
Non-Professional, Non-Supervisory**

CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
10	Messenger .....	2	A1
30	Intermittent Clerk 2.....	3	A1
60	Intermittent Clerk Typist 2 .....	3	A1
110	Clerk 1 .....	2	A1
120	Clerk 2.....	3	A1
130	Clerk 3 .....	4	A1
210	Clerk Typist 1 .....	2	A1
220	Clerk Typist 2 .....	3	A1
230	Clerk Typist 3 .....	4	A1
380	Hearing Stenographer .....	4	A1
410	Clerk Stenographer 1.....	2	A1
420	Clerk Stenographer 2.....	3	A1

CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
430	Clerk Stenographer 3.....	4	A1
450	Switchboard Operator 1 .....	2	A1
460	Switchboard Operator 2 .....	3	A1
610	Calculating Machine Operator .....	2	A1
710	Fiscal Assistant .....	4	A1
720	Fiscal Technician .....	5	A1
1310	Data Analyst 1 .....	3	A1
1320	Data Analyst 2 .....	4	A1
1354	Panet Service Analyst .....	5	A1
1410	Data Recording Machine Operator .....	3	A1
1720	Computer Programmer 1 .....	5	A1
1730	Computer Programmer 2.....	6	A1
1740	Computer Programmer 3.....	7	A1
1810	Computer Operator 1.....	4	A1
1820	Computer Operator 2.....	5	A1
2010	Canteen Clerk .....	3	A1
2322	Wine Information Specialist .....	5	A1
2410	Stock Clerk 1 .....	2	A1
2420	Stock Clerk 2 .....	3	A1
2430	Stock Clerk 3 .....	4	A1
2530	Surplus Property Agent .....	5	A1
2570	Food Distribution Representative .....	5	A1
2610	Purchasing Agent 1 .....	5	A1
3000	Accounting Assistant.....	4	A1
3660	Tax Examiner 1 .....	4	A1
3670	Tax Examiner 2 .....	5	A1
3731	Corporation Tax Account Technician .....	5	A1
3820	Real Estate Valuation Analyst .....	5	A1
3852	Tax Discovery Specialist.....	6	A1
4510	Insurance Complaints Specialist .....	7	A1
5410	Statistical Assistant .....	4	A1
5942	Tourist Information Counselor .....	3	A1

CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
6703	Unemployment Compensation Tax Technician Trainee .....	4	A1
6704	Unemployment Compensation Tax Technician.....	5	A1
7010	Legal Assistant 1 .....	4	A1
7020	Legal Assistant 2 .....	5	A1
7521	Taxpayer Assistance Technician .....	5	A1
7540	Tax Appeals Reviewer.....	5	A1
9110	Language Interpreter .....	3	A1
9230	Collective Bargaining Elections Investigator .....	5	A1
9420	Real Estate Representative .....	6	A1
9551	Retirement Technician Trainee .....	4	A1
9552	Retirement Technician.....	5	A1
17610	Radio Telephone Communications Assistant .....	3	A1
22010	Education Certification Evaluator.....	5	A1
25010	Library Helper .....	2	A1
25030	Library Assistant 1 .....	3	A1
25040	Library Assistant 2 .....	4	A1
26510	Tourist Guide .....	3	A1
26610	Custodial Guide 1 .....	3	A1
26620	Custodial Guide 2 .....	4	A1
39000	Medical Records Assistant .....	4	A1
39620	Medical Assistance Program Worker 1 .....	3	A1
39630	Medical Assistance Program Worker 2 .....	4	A1
47611	Records Specialist 1 .....	4	A1
47612	Records Specialist 2 .....	5	A1
70344	Tort Liability Specialist, Transportation .....	6	A1
70382	State Workmens Insurance Fund Claims Reviewer .....	5	A1
70385	State Workmens Insurance Fund Reservist..	6	A1
70390	State Workmens Insurance Fund Underwriting Tchn.....	5	A1
72019	Fingerprint Systems Specialist .....	5	A1

CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
72020	Fingerprint Technician.....	5	A1
73020	Police Communications Operator .....	5	A1
73021	Pennsylvania Game Commission Dispatcher .....	4	A1
96210	Composition Typist .....	3	A1
96510	Forms Designer 1 .....	4	A1
96520	Forms Designer 2 .....	5	A1
96580	Forms Layout Specialist 1.....	3	A1
96590	Forms Layout Specialist 2.....	4	A1

### HUMAN SERVICES UNIT Non-Professional, Non-Supervisory

CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
20010	Musician .....	3	N1
20130	Dormitory Counselor.....	4	N1
20150	Teacher Aide .....	3	N1
30000	Aide Trainee .....	2	N1
30010	Psychiatric Aide.....	3	N1
30080	Restoration Aide .....	3	N1
30250	Licensed Practical Nurse.....	4	N1
30280	Public Health Assistant .....	3	N1
30320	Nurse Aide.....	3	N1
31160	Licensed Occupational Therapy Assistant ..	5	N1
31290	Registered Physical Therapist Assistant .....	5	N1
31360	Therapeutic Activities Aide.....	3	N1
31420	Residential Services Aide Mental Retardation ..	3	N1
31660	Physical Therapy Aide.....	3	N1
31740	Military Affairs Activity Assistant .....	3	N1
32190	Nuclear Medicine Technician .....	4	N1
32200	X-ray Assistant .....	2	N1
32210	X-ray Technologist 1 .....	3	N1

CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
32210	X-ray Technologist 1 .....	3	N1
32220	X-ray Technologist 2 .....	4	N1
32700	Pharmacy Assistant .....	3	N1
32810	Electrocardiograph Technician .....	3	N1
32830	Electroencephalograph Technician .....	3	N1
32850	Inhalation Therapy Technician .....	3	N1
32860	Inhalation Therapist.....	4	N1
33910	Dental Assistant.....	3	N1
33960	Dental Hygienist .....	5	N1
33970	Dental Technician .....	3	N1
34120	Public Health Dental Hygiene Consultant ..	7	N1
41790	Youth Development Aide .....	4	N1
48100	Pre-release Center Monitor .....	3	N1
48120	Houseparent.....	3	N1
48190	Foster Grandparent .....	1	N1
49070	State Work Program Trainee .....	1	N1
49080	Public Services Trainee for Clerical Services..	1	N1
49090	Public Services Trainee for Human Services ..	1	N1
49100	Public Services Trainee for Patient Care ....	1	N1
49110	Public Services Trainee for Technical Services	1	N1
49120	Public Services Trainee for Trades .....	1	N1
80030	Maid.....	2	N1
80050	Housemother .....	3	N1
80090	Executive Butler .....	4	N1
80210	Custodial Worker 1 .....	2	N1
80220	Custodial Worker 2 .....	3	N1
81010	Food Service Worker 1 .....	2	N1
81020	Food Service Worker 2 .....	3	N1
81150	Cook 1 .....	3	N1
81160	Cook 2 .....	4	N1
82010	Laundry Worker.....	2	N1
82110	Laundry Washman.....	3	N1
82310	Clothing Room Attendant .....	2	N1

CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
82410	Seamstress .....	2	N1

### TECHNICAL SERVICES UNIT Non-Professional, Non-Supervisory

CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
1351	Communications Operations Specialist 1 ....	6	B1
1352	Communications Operations Specialist 2 ....	7	B1
9711	Airport Inspector .....	6	B1
10010	Environmental Projects Inspector 1 .....	4	B1
10020	Environmental Projects Inspector 2 .....	5	B1
10180	Drafter .....	4	B1
10190	Draftsman-Designer .....	5	B1
10210	Transportation Technician .....	4	B1
10300	Highway Drafter .....	5	B1
10301	Highway Draftsman Designer .....	6	B1
10310	Highway Designer .....	7	B1
10320	Senior Highway Designer .....	8	B1
10510	Cartographic Drafter 1 .....	4	B1
10520	Cartographic Drafter 2 .....	5	B1
10580	Technical Assistant .....	2	B1
10620	Transportation Construction Inspector .....	5	B1
10631	Bridge Inspections Crane Technician .....	5	B1
10700	Bldg Construction Inspector .....	5	B1
10710	Electrical Construction Inspector .....	5	B1
10720	Mechanical Construction Inspector.....	5	B1
10780	Bridge & Structural Drafter .....	5	B1
10781	Bridge/Structural Draftsman Designer .....	6	B1
10790	Bridge and Structural Designer .....	7	B1
10800	Senior Bridge and Structural Designer .....	8	B1
10830	Traffic Control Technician 1 .....	4	B1

CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
10830	Traffic Control Technician 1 .....	4	B1
10840	Traffic Control Technician 2 .....	5	B1
11240	Construction Cost Technician 1 .....	4	B1
11265	Construction Documentation Specialist .....	6	B1
11658	Transportation Planning Technician 1 .....	4	B1
11659	Transportation Planning Technician 2 .....	5	B1
11800	Roadside Technician 1 .....	4	B1
11810	Roadside Technician 2 .....	5	B1
12010	Engineering Technician .....	4	B1
12120	Aerial Photographic Technician 1 .....	4	B1
12121	Aerial Photographic Technician 2 .....	5	B1
12131	Photogrammetry Technician 1 .....	4	B1
12141	Photogrammetry Technician 2 .....	5	B1
12220	Transportation Survey Technician .....	5	B1
12260	Surveyor Technician 1 .....	3	B1
12270	Surveyor Technician 2 .....	4	B1
12271	Land Research/Survey Technician .....	5	B1
12360	Forensic Firearm and Toolmark Specialist ..	7	B1
12510	Roadway Programs Technician 1 .....	4	B1
12511	Roadway Programs Technician 2 .....	5	B1
13030	Hydraulic Engineering Technician 1 .....	4	B1
13040	Hydraulic Engineering Technician 2 .....	5	B1
15110	Chemistry Technician .....	4	B1
15520	Materials Technician 1 .....	4	B1
15530	Materials Technician 2 .....	5	B1
17147	Real Estate Technician .....	5	B1
17148	Real Estate Specialist .....	6	B1
17150	Real Estate Appraiser 1 .....	5	B1
17160	Real Estate Appraiser 2 .....	6	B1
17170	Real Estate Appraiser 3 .....	7	B1
17350	Utility Relocation Inspector .....	4	B1
17370	Utility Relocation Technician .....	5	B1
17530	Biomedical Equipment Technician .....	6	B1



CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
17550	Electronic Technician .....	4	B1
17561	Distance Learning Technical Specialist .....	6	B1
17570	Air Monitoring Equipment Specialist Trainee ..	4	B1
17580	Air Monitoring Equipment Specialist .....	5	B1
17720	Broadcast Technician 1 .....	7	B1
26480	Museum Artist .....	5	B1
26650	Museum Preparator 1, Fine Arts .....	5	B1
26660	Museum Preparator 2, Fine Arts .....	6	B1
26680	Museum Preparator 1, Natural Science.....	5	B1
26690	Museum Preparator 2, Natural Science.....	6	B1
26710	Museum Preparator 1, Skilled Trades .....	5	B1
26720	Museum Preparator 2, Skilled Trades .....	6	B1
32010	Laboratory Assistant .....	2	B1
32030	Laboratory Technician.....	3	B1
32050	Clinical Laboratory Technician.....	3	B1
32400	Veterinary Laboratory Technologist .....	5	B1
52200	Apiary Inspector .....	4	B1
54080	Environmental Interpretive Technician .....	3	B1
54140	Forest Technician.....	5	B1
61040	Fisheries Technician 1 .....	4	B1
62100	Wildlife Technician .....	5	B1
64310	Wildlife Conservation Specialist.....	6	B1
92210	Pilot 1 .....	6	B1
92213	Pilot Training Coordinator .....	7	B1
92220	Pilot 2 .....	7	B1
95000	Video Production Technician .....	4	B1
95980	Media Technician .....	4	B1
96550	Artist Illustrator 1 .....	4	B1
96560	Artist Illustrator 2 .....	5	B1
96620	Exhibits Technician .....	4	B1
U8001	Veterinary Laboratory Technologist .....	5	B1

**INSPECTION, INVESTIGATION  
AND SAFETY UNIT  
Non-Professional, Non-Supervisory**

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>PAY RANGE</b>	<b>BRG. UNIT</b>
3781	Tax Account Collections Technician.....	5	.....G1
4070	Insurance Investigation Specialist.....	7	.....G1
4779	Securities Investigator 1 .....	6	.....G1
4780	Securities Investigator 2 .....	7	.....G1
5370	Insurance Investigator 1 .....	6	.....G1
5380	Insurance Investigator 2 .....	7	.....G1
7510	Driver Safety Examiner.....	5	.....G1
9341	Transportation Automotive Equipment Specialist.....	6	.....G1
9980	District Lottery Representative .....	6	.....G1
12051	Bldg Plans Examiner.....	7	.....G1
12052	Bldg Plans Variances Reviewer.....	8	.....G1
35210	Mortuary Inspector .....	4	.....G1
35310	Bedding and Upholstery Inspector .....	4	.....G1
39330	Health Facility Plan Reviewer .....	7	.....G1
46020	Parole Investigator.....	4	.....G1
46230	Institutional Parole Assistant.....	5	.....G1
46320	Parole Warrant Officer .....	7	.....G1
47010	Corrections Mail Inspector .....	3	.....G1
55520	Agriculture Products Inspection Technician	5	.....G1
55530	Poultry & Egg Inspection Technician .....	5	.....G1
55540	Fruit and Vegetable Inspection Technician ..	5	.....G1
55550	Livestock Disease Control Technician .....	5	.....G1
56110	Milk Marketing Examiner 1 .....	4	.....G1
56111	Milk Marketing Examiner 2 .....	5	.....G1
56400	Plant Industry Technician 1.....	4	.....G1
56420	Plant Industry Technician 3.....	5	.....G1
70020	Field Investigator.....	4	.....G1
70060	Occupational License Inspector .....	4	.....G1

CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
70090	Prevailing Wage Inspector.....	5	G1
70110	Labor Inspector .....	5	G1
70190	Race Track Enforcement Officer.....	5	G1
70230	Facility Reimbursement Technician .....	4	G1
70351	State Workmens Insurance Fund Investigator..	5	G1
70420	Weights & Measures Inspector .....	4	G1
70424	Large Capacity Weights & Measures Inspector ..	5	G1
70610	Prison Inspector .....	6	G1
70621	Revenue Enforcement Collections Agent Trainee .....	6	G1
70622	Revenue Enforcement Collections Agent ....	7	G1
70710	Mine Subsidence Insurance Claims Representative .....	4	G1
70750	Motor Carrier Enforcement Officer Trainee....	4	G1
70751	Motor Carrier Enforcement Officer 1 .....	5	G1
70752	Motor Carrier Enforcement Officer 2 .....	6	G1
71039	Driver License Examiner Assistant.....	4	G1
71040	Driver License Examiner .....	5	G1
71060	Safety Inspector Trainee .....	5	G1
71070	Safety Inspector .....	6	G1
71109	Boiler Inspector Trainee .....	5	G1
71110	Boiler Inspector .....	7	G1
71209	Elevator Inspector Trainee .....	5	G1
71210	Elevator Inspector .....	7	G1
71271	Labor and Contract Compliance Agent.....	6	G1
71540	Anthracite Underground Mine Electrical Inspector .....	7	G1
71550	Bituminous Underground Mine Electrical Inspector .....	7	G1
71570	Blasting and Explosives Inspector .....	6	G1
71580	Surface Mine Conservation Inspector .....	6	G1
71640	Mine Rescue and First Aid Instructor .....	6	G1

CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
71660	Anthracite Mine Rescue and First Aid Instructor .....	6	G1
71670	Bituminous Mine Rescue and First Aid Instructor .....	6	G1
71680	Anthracite Underground Mine Inspector ....	7	G1
71690	Bituminous Underground Mine Inspector....	7	G1
71700	Metal & Non-metal Underground Mine Inspector.....	7	G1
71750	Aviation Specialist.....	7	G1
71810	Oil and Gas Inspector .....	7	G1
74210	Assistant Fire Marshall .....	3	G1
74240	Airport Fireman.....	5	G1
74280	Airport Fireman Shift Leader .....	6	G1
74520	Dog Law Enforcement Warden.....	5	G1
74770	Forest Ranger .....	4	G1
74891	Investigative Intake Interviewer .....	5	G1
76102	Fire Academy Instructor .....	5	G1
93090	Motor Vehicle Program Inspector .....	4	G1
93160	Automotive Equipment Inspector .....	6	G1
93240	Aircraft Inspector .....	7	G1

**INSPECTION, INVESTIGATION  
AND SAFETY UNIT  
Professional, Non-Supervisory**

CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
6654	Employment Security Audit/ Investigation Trainee .....	6	G4
6655	Employment Security Audit & Investigation Spcst .....	7	G4
23120	Veterans Education and Training Specialist ....	7	G4

CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
38310	Drug Program Specialist 1 .....	6	G4
38320	Drug Program Specialist 2 .....	8	G4
3924A	Health Facility Quality Examiner-Nursing ..	8	G4
3924B	Health Facility Quality Examiner- Cmy Hlth Nrsg .....	8	G4
3924C	Health Facility Quality Examiner- Nutrition .....	8	G4
3924D	Health Facility Quality Examiner- Social Work .....	8	G4
3924	Health Facility Quality Examiner- Rehbltn Services .....	8	G4
3924F	Health Facility Quality Examiner- Mental Rtd.....	8	G4
3924G	Health Facility Quality Examiner- Psycl Services .....	8	G4
3924H	Health Facility Quality Examiner- Pharmacy .....	8	G4
39270	Primary Care Program Regulator .....	7	G4
39470	Psychiatric Facility Examiner .....	7	G4
39500	Medical Assistance Pharmaceutical Programs Exmr .....	8	G4
39570	Medical Assistance Facility & Records Examiner .....	7	G4
39600	Medical Assistance Services Specialist.....	7	G4
39680	Third Party Liability Program Investigator..	6	G4
46030	Parole Agent 1 .....	6	G4
46040	Parole Agent 2 .....	7	G4
47150	Pardons Case Specialist.....	8	G4
51110	Poultry Inspector 1 .....	6	G4
51511	Agronomic Products Inspector .....	6	G4
51519	Food Inspector.....	6	G4
51820	Milk Sanitarian .....	6	G4
56421	Plant Inspector.....	6	G4

CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
64440	Boating Safety Education Specialist .....	7	G4
70240	Investigator 1 .....	5	G4
70250	Investigator 2 .....	6	G4
70260	Investigator 3 .....	7	G4
70310	Professional Conduct Investigator Health .....	6	G4
70311	Professional Conduct Investigator Non Health .....	6	G4
70570	Revenue Enforcement Agent Trainee .....	6	G4
70580	Revenue Enforcement Agent.....	7	G4
70810	Special Investigator 1 .....	6	G4
70820	Special Investigator 2 .....	7	G4
70850	Criminal Tax Investigator 1.....	6	G4
70851	Criminal Tax Investigator 2.....	7	G4
71250	Elevator Maintenance Specialist .....	7	G4
71840	Welfare Fraud Investigator .....	6	G4
76198	Emergency Management Specialist .....	7	G4

**PROFESSIONAL, ADMINISTRATIVE  
AND FISCAL UNIT  
Non-Supervisory**

CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
810	Descriptive Statistician 1.....	6	A4
820	Descriptive Statistician 2.....	7	A4
1160	Telecommunications Coordinator .....	6	A4
1600	Computer Systems Intern .....	2	A4
1605	Automated Technology Trainee .....	5	A4
1610	Computer Systems Analyst 1 .....	6	A4
1620	Computer Systems Analyst 2 .....	7	A4
1770	Operating System Programming Specialist ....	8	A4
1790	EDP Audit Specialist.....	9	A4
2340	Liquor Purchasing Agent.....	6	A4
2710	Transportation Purchasing Officer 1 .....	5	A4

CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
2720	Transportation Purchasing Officer 2 .....	6	A4
2830	Buyer .....	7	A4
2890	Pharmaceutical Buyer .....	8	A4
3201	Associate Financial Institutions Examiner ..	6	A4
3202	Financial Institutions Examiner .....	8	A4
3400	Insurance Company Examiner Trainee .....	6	A4
3410	Insurance Company Examiner 1 .....	7	A4
3420	Insurance Company Examiner 2 .....	8	A4
3470	Life & Health Insurance Policy Examiner 1....	6	A4
3480	Life & Health Insurance Policy Examiner 2....	7	A4
3500	Property & Casualty Insurance Policy Examiner 1 .....	6	A4
3510	Property & Casualty Insurance Policy Examiner 2 .....	7	A4
3620	Auditor 1 .....	6	A4
3621	Auditor 2 .....	7	A4
3622	Auditor Team Leader.....	7	A4
3730	Corporation Tax Officer 1 .....	6	A4
3740	Corporation Tax Officer 2 .....	7	A4
3860	Taxation Auditing Specialist .....	7	A4
3890	Revenue Field Auditor Trainee .....	5	A4
3900	Revenue Field Auditor 1 .....	6	A4
3910	Revenue Field Auditor 2 .....	7	A4
4020	Insurance Company Financial Analyst 1 ....	6	A4
4030	Insurance Company Financial Analyst 2 ....	7	A4
4090	Insurance Company Licensing Specialist ....	7	A4
4092	Insurance Market Conduct Examiner 1 .....	7	A4
4093	Insurance Market Conduct Examiner 2 .....	8	A4
4300	Medical Malpractice Claims Examiner.....	8	A4
4320	Insurance Claims Evaluator .....	7	A4
5660	Statistical Analyst 1 .....	6	A4
5670	Statistical Analyst 2.....	7	A4
5680	Statistical Analyst 3.....	8	A4

CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
5720	Information Writer.....	6	A4
5730	Alcohol Education Specialist .....	6	A4
5760	Editor 1 .....	6	A4
6720	Unemployment Compensation Tax Agent ..	6	A4
6762	Unemployment Compensation Tax EDP Audit Specialist.....	7	A4
7525	Taxation Program Development Specialist..	7	A4
7550	Tax Appeals Hearing Officer Trainee .....	6	A4
7560	Tax Appeals Hearing Officer.....	7	A4
8040	Management Technician .....	5	A4
8210	Administrative Assistant 1 .....	5	A4
8220	Administrative Assistant 2 .....	6	A4
9310	Correctional Industries Marketing Representative .....	7	A4
9421	Real Estate Coordinator, DGS.....	7	A4
9810	GEC Grant Program Associate .....	6	A4
9820	GEC Grant Program Specialist .....	7	A4
15750	Weatherization Specialist 1 .....	6	A4
15760	Weatherization Specialist 2 .....	7	A4
15980	Economic Development Analyst 2 .....	7	A4
16000	Economic Development Analyst 1 .....	6	A4
16029	Community Research Analyst 1 .....	6	A4
16030	Community Research Analyst 2 .....	7	A4
16260	Housing and Redevelopment Analyst 1 .....	6	A4
16261	Housing and Redevelopment Analyst 2 .....	7	A4
16579	Recreation & Parks Adviser 1 .....	6	A4
16580	Recreation & Parks Adviser 2.....	7	A4
16719	Municipal Finance Consultant 1 .....	6	A4
16720	Municipal Finance Consultant 2 .....	7	A4
16879	Municipal Administration Consultant 1 .....	6	A4
16880	Municipal Administration Consultant 2 .....	7	A4
17469	Municipal Codes Consultant 1 .....	6	A4
17470	Municipal Codes Consultant 2 .....	7	A4



CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
17639	Municipal Police Consultant 1 .....	6	A4
17640	Municipal Police Consultant 2 .....	7	A4
17642	Police Training Education Specialist .....	7	A4
21900	School Retirement System Field Agent .....	7	A4
21901	Retirement System Regional Representative ..	7	A4
27512	Arts Program Associate .....	5	A4
28300	Mass Transit Analyst 1 .....	6	A4
28310	Mass Transit Analyst 2 .....	7	A4
28320	Mass Transit Analyst 3 .....	8	A4
28410	Planner 1 .....	6	A4
28411	Planner 2 .....	7	A4
28415	Environmental Planner 1 .....	6	A4
28416	Environmental Planner 2 .....	7	A4
28610	Freight Analyst .....	7	A4
38020	Drug & Alcohol Program Analyst .....	7	A4
38025	Drug & Alcohol Field Representative .....	7	A4
39080	WIC Program Representative .....	7	A4
39430	Emergency Medical Services Program Specialist .....	8	A4
39640	Medical Assistance Program Technician .....	5	A4
39660	Third Party Liability Program Technician ..	5	A4
51320	Agricultural Marketing Specialist .....	6	A4
51340	Livestock Grading Specialist .....	6	A4
54811	Job Training Partnership Representative .....	7	A4
56210	Milk Marketing Auditor .....	6	A4
70342	Tort Claims Evaluator .....	7	A4
76098	Fire Safety Education Specialist .....	6	A4
76101	Fire Academy Field Education Specialist ....	7	A4
78400	Criminal Justice System Planner 1 .....	6	A4
78410	Criminal Justice System Planner 2 .....	7	A4
78420	Criminal Justice System Planner 3 .....	8	A4

# ENGINEERING AND SCIENTIFIC UNIT

## Professional, Non-Supervisory

CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
4528	Actuarial Associate 1 .....	6	B4
4529	Actuarial Associate 2 .....	8	B4
4550	Life & Health Insurance Actuary 1 .....	9	B4
4560	Life & Health Insurance Actuary 2 .....	10	B4
4570	Property & Casualty Insurance Actuary 1 ..	9	B4
4580	Property & Casualty Insurance Actuary 2 ..	10	B4
10410	Landscape Designer 1 .....	6	B4
10420	Landscape Designer 2 .....	7	B4
10571	Railroad Construction Specialist .....	6	B4
10670	Municipal Service Specialist .....	7	B4
10859	Traffic Control Specialist .....	7	B4
10862	Traffic Systems Control Specialist .....	8	B4
11100	Engineering Intern .....	2	B4
1110A	Engineering Intern-Civil .....	2	B4
1110B	Engineering Intern-Air Pollution Control ...	2	B4
1110C	Engineering Intern-Mechanical .....	2	B4
1110D	Engineering Intern-Electrical .....	2	B4
1110	Engineering Intern-Mining .....	2	B4
1110F	Engineering Intern-Sanitary .....	2	B4
11119	Civil Engineer Trainee .....	6	B4
1112B	Civil Engineer-Bridges .....	7	B4
1112G	Civil Engineer-General .....	7	B4
1112H	Civil Engineer-Hydraulic .....	7	B4
1112S	Civil Engineer-Structural .....	7	B4
1112T	Civil Engineer-Transportation .....	7	B4
1113B	Senior Civil Engineer-Bridges .....	8	B4
1113G	Senior Civil Engineer-General .....	8	B4
1113H	Senior Civil Engineer-Hydraulic .....	8	B4
1113S	Senior Civil Engineer-Structural .....	8	B4
1113T	Senior Civil Engineer-Transportation .....	8	B4

CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
11290	Bldg Construction Cost Estimator .....	7	B4
11600	Transportation Planning Specialist Trainee..	6	B4
11670	Transportation Planning Specialist 1.....	7	B4
11680	Transportation Planning Specialist 2.....	8	B4
11821	Roadside Specialist 1 .....	6	B4
11822	Roadside Specialist 2 .....	7	B4
12450	Radio Engineer .....	7	B4
12470	Nuclear Engineer 1 .....	7	B4
12480	Nuclear Engineer 2 .....	9	B4
12513	Roadway Programs Specialist.....	6	B4
13300	Architectural Designer Trainee .....	6	B4
13310	Architectural Designer 1 .....	7	B4
13320	Architectural Designer 2 .....	8	B4
13400	Electrical Engineer Trainee .....	6	B4
13410	Electrical Engineer 1 .....	7	B4
13420	Electrical Engineer 2 .....	8	B4
13500	Mechanical Engineer Trainee .....	6	B4
13510	Mechanical Engineer 1 .....	7	B4
13520	Mechanical Engineer 2 .....	8	B4
13600	Mining Engineer Trainee.....	6	B4
13610	Mining Engineer 1.....	7	B4
13620	Mining Engineer 2.....	8	B4
14000	Air Pollution Control Engineer 1 .....	6	B4
14010	Air Pollution Control Engineer 2 .....	7	B4
14080	Air Pollution Meteorologist 1 .....	6	B4
14310	Radiation Health Physicist 1 .....	7	B4
14320	Radiation Health Physicist 2 .....	8	B4
14510	Sanitary Engineer Trainee .....	6	B4
14520	Sanitary Engineer 2.....	7	B4
14710	Water Pollution Biologist 1 .....	6	B4
14720	Water Pollution Biologist 2 .....	7	B4
14750	Fisheries Biologist 1 .....	6	B4
14760	Fisheries Biologist 2 .....	7	B4

CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
14810	Soils Scientist 1 .....	6	B4
14820	Soils Scientist 2 .....	7	B4
14900	Geologist Trainee .....	6	B4
14920	Geologist 1 .....	7	B4
14930	Geologist 2 .....	8	B4
15020	Hydrogeologist 1 .....	7	B4
15030	Hydrogeologist 2 .....	8	B4
15070	Environmental Chemist 1 .....	7	B4
15120	Chemist 1 .....	6	B4
15130	Chemist 2 .....	7	B4
15710	Metrologist .....	7	B4
32410	Microbiologist 1 .....	6	B4
32420	Microbiologist 2 .....	7	B4
34530	Environmental Health Specialist .....	7	B4
52210	Entomologist 1 .....	6	B4
52470	Seed Analyst 1 .....	6	B4
52510	Botanist .....	7	B4
52511	Botany and Weed Specialist, Agriculture ....	7	B4
54260	Forest Geneticist .....	8	B4
54410	Forester .....	6	B4
54610	Wood Utilization Advisor .....	8	B4
54710	Environmental Education Specialist 1 .....	5	B4
54720	Environmental Education Specialist 2 .....	6	B4
55040	Conservation District Field Representative 1 ..	5	B4
55050	Conservation District Field Representative 2 ..	6	B4
55060	Conservation Program Specialist 1 .....	7	B4
56300	Plant Pathologist .....	7	B4
62090	Wildlife Biometrician .....	7	B4
62110	Wildlife Biologist 1 .....	6	B4
62120	Wildlife Biologist 2 .....	7	B4
70171	Workers' Comp Accident/Illness Prevention Analyst .....	7	B4
70348	Safety and Loss Prevention Analyst .....	6	B4

CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
72061	Forensic Scientist Trainee .....	6	B4
72062	Forensic Scientist 1 .....	7	B4
72063	Forensic Scientist 2 .....	8	B4
75110	Sanitarian.....	6	B4
75260	Radiation Protection Specialist .....	6	B4
75400	Environmental Trainee .....	5	B4
75410	Air Quality Specialist .....	6	B4
75500	Industrial Hygienist Trainee .....	5	B4
75510	Industrial Hygienist .....	6	B4
75610	Water Quality Specialist .....	6	B4
75810	Solid Waste Specialist .....	6	B4
75910	Mining Specialist.....	6	B4
95010	Video Production Specialist .....	6	B4

**LAW ENFORCEMENT, FISH AND BOAT LAWS**  
**Non-Professional, Non-Supervisory**

CLASS CODE	CLASS TITLE	PAY RANGE
60000	Waterways Conservation Officer .....	06

**ATTORNEY GENERAL**  
**CLERICAL, ADMINISTRATIVE AND**  
**FISCAL UNIT**  
**Non-Supervisory**

CLASS CODE	CLASS TITLE	PAY RANGE
00110	Clerk 1.....	02
00120	Clerk 2.....	03
00130	Clerk 3.....	04

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>PAY RANGE</b>
00210	Clerk Typist 1 .....	02
00220	Clerk Typist 2 .....	03
00230	Clerk Typist 3 .....	04
00410	Clerk Stenographer 1 .....	02
00420	Clerk Stenographer 2 .....	03
00430	Clerk Stenographer 3 .....	04
01310	Data Analyst 1.....	03
01320	Data Analyst 2.....	04
01810	Computer Operator 1 .....	04
01820	Computer Operator 2 .....	05
01720	Computer Programmer 1.....	05
01730	Computer Programmer 2.....	06
01740	Computer Programmer 3.....	07
07010	Legal Assistant 1 .....	04
07020	Legal Assistant 2 .....	05
00010	Messenger .....	02
02610	Purchasing Agent 1 .....	05
02410	Stock Clerk 1.....	02
02420	Stock Clerk 2.....	03
02430	Stock Clerk 3.....	04
25030	Library Assistant 1 .....	03
25040	Library Assistant 2 .....	04

**PROFESSIONAL, ADMINISTRATIVE AND  
FISCAL UNIT  
Non-Supervisory**

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>PAY RANGE</b>
08210	Administrative Assistant 1 .....	05
08220	Administrative Assistant 2 .....	06

## TECHNICAL SERVICES Non-Supervisory

CLASS CODE	CLASS TITLE	PAY RANGE
96550	Artist Illustrator 1 .....	04
96560	Artist Illustrator 2 .....	05

## INSPECTION, INVESTIGATION AND SAFETY UNIT Non-Professional, Non-Supervisory

CLASS CODE	CLASS TITLE	PAY RANGE
99500	Narcotics Agent 1 .....	06
99510	Narcotics Agent 2 .....	08

## Professional, Non-Supervisory

CLASS CODE	CLASS TITLE	PAY RANGE
99800	Consumer Protection Agent 1 .....	06
99810	Consumer Protection Agent 2 .....	07
99700	Special Agent 1 .....	06
99710	Special Agent 2 .....	08
70810	Special Investigator 1 .....	06
70820	Special Investigator 2 .....	07
99600	Medicaid Investigator 1 .....	06
99610	Medicaid Investigator 2 .....	08

**AUDITOR GENERAL  
NON-PROFESSIONAL, NON-SUPERVISORY  
Clerical Services Unit**

CLASS CODE	CLASS TITLE	PAY RANGE
00010	Messenger.....	02
00110	Clerk 1.....	02
00120	Clerk 2.....	03
00130	Clerk 3.....	04
00030AG	Microfilm Clerk 1 .....	02
00040AG	Microfilm Clerk 2 .....	03
00050AG	Microfilm Clerk 3 .....	04
0040	Audit Staff Assistant Trainee .....	03
0050	Audit Staff Assistant .....	04
00710	Fiscal Assistant .....	04
00720	Fiscal Technician.....	05
01310	Data Analyst 1.....	03
01320	Data Analyst 2.....	04
01330	Data Analyst 3.....	05
01710	Computer Trainee 2.....	03
01720	Computer Programmer 1.....	05
01730	Computer Programmer 2.....	06
01740	Computer Programmer 3.....	07
01810	Computer Operator 1 .....	04
01820	Computer Operator 2 .....	05
02410	Stock Clerk 1.....	02
02420	Stock Clerk 2.....	03
93070	Automotive Inspector 1.....	04
93080	Automotive Inspector 2.....	05
96310	Duplicating Machine Operator 1 .....	02
96320	Duplicating Machine Operator 2 .....	03
96330	Duplicating Machine Operator 3 .....	04



## Building Services Unit

CLASS CODE	CLASS TITLE	PAY RANGE
80210	Custodial Worker 1 .....	.02
80220	Custodial Worker 2 .....	.03

## Fiscal Auditing Unit

CLASS CODE	CLASS TITLE	PAY RANGE
03600A	Auditor Trainee.....	.04
03610A	Auditor 1.....	.05
03620A	Auditor 2.....	.06
03730	Corporation Tax Officer 1 .....	.06
03740	Corporation Tax Officer 2 .....	.07

## AUDITOR GENERAL NON-PROFESSIONAL, NON-SUPERVISORY Inspection and Investigations Unit

CLASS CODE	CLASS TITLE	PAY RANGE
03460	Liquor Store Examiner Trainee.....	.03
03470	Liquor Store Examiner 1.....	.04
03480	Liquor Store Examiner 2.....	.05
70250	Public Assistance Investigator Trainee .....	.04
70260	Public Assistance Investigator 1 .....	.05
70270	Public Assistance Investigator 2 .....	.06
93070	Automotive Inspector 1.....	.04
93080	Automotive Inspector 2.....	.05

**PENNSYLVANIA HIGHER EDUCATION  
ASSISTANCE AGENCY CLERICAL,  
ADMINISTRATIVE, AND GENERAL  
SERVICE UNIT  
Non-Professional, Non-Supervisory**

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>PAY RANGE</b>
00110	Clerk 1 .....	02
00120	Clerk 2 .....	03
00130	Clerk 3 .....	04
00210	Clerk Typist 1 .....	02
00220	Clerk Typist 2 .....	03
00230	Clerk Typist 3 .....	04
00410	Clerk Stenographer 1 .....	02
00420	Clerk Stenographer 2 .....	03
00430	Clerk Stenographer 3 .....	04
00710	Fiscal Assistant .....	04
00720	Fiscal Technician .....	05
01310	Data Analyst 1 .....	03
01320	Data Analyst 2 .....	04
01720	Computer Programmer 1 .....	05
01730	Computer Programmer 2 .....	06
01740	Computer Programmer 3 .....	07
01400	Data Recording Machine Trainee .....	02
01410	Data Recording Machine Operator .....	03
01810	Computer Operator 1 .....	04
01820	Computer Operator 2 .....	05
03000	Accounting Assistant .....	04
05410	Statistical Assistant 1 .....	04
07010	Legal Assistant 1 .....	04
07020	Legals Assistant 2 .....	05
M3426	Computer Operator Trainee .....	03
M3427	Computer Tape Library Assistant .....	03
M3428	Computer Tape Librarian .....	04

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>PAY RANGE</b>
08210	Administrative Assistant 1 .....	05
08220	Administrative Assistant 2 .....	06
96160	Copy Machine Operator .....	02
96210	Custodial Worker 1 .....	02
96310	Duplicating Machine Operator 1 .....	02
96312	Lithographic Press Operator 1 .....	03
96313	Lithographic Press Operator 2 .....	04
96580	Forms Layout Specialist 1 .....	03
96590	Forms Layout Specialist 2 .....	04
99580	Custodial Worker 2 .....	03

**STATE PUBLIC SCHOOL BUILDING AUTHORITY  
CLERICAL AND ADMINISTRATIVE SERVICES  
Non-Professional, Non-Supervisory**

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>PAY RANGE</b>
00130	Clerk 3.....	04
01320	Data Analyst 2.....	04
01740	Computer Programmer 3.....	07
08210	Administrative Assistant 1 .....	05
08220	Administrative Assistant 2 .....	06

**TREASURY CLERICAL, ADMINISTRATIVE AND  
FISCAL UNIT  
Non-Professional, Non-Supervisory**

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>PAY RANGE</b>
T6391	Materials Handler .....	02
T0010	Messenger .....	02
T0110	Clerk 1.....	02
T0120	Clerk 2.....	03
T0130	Clerk 3.....	04

CLASS CODE	CLASS TITLE	PAY RANGE
T0210	Clerk Typist 1 .....	02
T0220	Clerk Typist 2 .....	03
T0230	Clerk Typist 3 .....	04
T0410	Clerk Stenographer 1 .....	02
T0420	Clerk Stenographer 2 .....	03
T1110	Bookkeeping Machine Operator .....	03
T1310	Data Analyst 1 .....	03
T1320	Data Analyst 2 .....	04
T1410	Data Recording Machine Operator. ....	03
T1520	Tabulating Machine Operator 2 .....	03
T1710	Computer Programming Trainee .....	04
T1720	Computer Programmer 1 .....	05
T1730	Computer Programmer 2 .....	06
T1800	Computer Operation Trainee .....	04
T1810	Computer Operator 1 .....	04
T1820	Computer Operator 2 .....	05
T3000	Accounting Assistant .....	04
T3670	Tax Examiner 2 .....	04
T6350	Investment Assistant .....	06
T7081	Legal Assistant 1 .....	04
T9900	Auditor 1 .....	03
T9940	Auditor 2 .....	04
T9950	Tax Petition Reviewer .....	05
T9960	Accounting Technician .....	05
T9980	Tax Petition Reviewer Leader .....	06

### CUSTODIAL UNIT

#### Non-Professional, Non-Supervisory

CLASS CODE	CLASS TITLE	PAY RANGE
T8021	Custodial Worker 1 .....	02

**PROFESSIONAL ADMINISTRATIVE AND  
FISCAL UNIT  
Non-Supervisory**

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>PAY RANGE</b>
T3610	Field Auditor 1 .....	05
T3620	Field Auditor 2 .....	06
T8210	Administrative Assistant 1 .....	05
T8220	Administrative Assistant 2 .....	06

**PUBLIC UTILITY COMMISSION  
CLERICAL, ADMINISTRATIVE AND FISCAL**

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>PAY RANGE</b>
00110	Clerk 1 .....	2
00120	Clerk 2 .....	3
00130	Clerk 3 .....	4
00410	Clerk Stenographer 1 .....	2
00420	Clerk Stenographer 2 .....	3
00430	Clerk Stenographer 3 .....	4
00210	Clerk Typist 1 .....	2
00220	Clerk Typist 2 .....	3
00230	Clerk Typist 3 .....	4
01820	Computer Operator 2 .....	5
01720	Computer Programmer 1 .....	5
01730	Computer Programmer 2 .....	6
01740	Computer Programmer 3 .....	7
00710	Fiscal Assistant .....	4
00720	Fiscal Technician .....	5
96520	Forms Designer 2 .....	5
07010	Legal Assistant 1 .....	4
07020	Legal Assistant 2 .....	5

CLASS CODE	CLASS TITLE	PAY RANGE
00010	Messenger .....	2
G5990	Reg. Rev. Assistant .....	6
G3002	Trans. Tariff Examiner 2 .....	6
G3201	Trans. Utility App. Examiner .....	5
G5205	Util. Complaint Interviewer .....	4

## MAINTENANCE AND TRADES

CLASS CODE	CLASS TITLE	PAY RANGE
90010	Laborer .....	2
96312	Lith. Press Operator 1 .....	3

## HUMAN SERVICES

CLASS CODE	CLASS TITLE	PAY RANGE
49080	Public Ser. Trn., Cler. Svs .....	1
49070	State Work Program Trainee .....	1

## INSPECTION, INVESTIGATION AND SAFETY Non-Professional, Non-Supervisory

CLASS CODE	CLASS TITLE	PAY RANGE
G5310	Gas Safety Inspector .....	7
G5410	PU Enforcement Officer .....	6
G5120	RR Comm. & Sig. Safety Insp .....	6
G5111	RR Equip. Safety Inspector 1 .....	5
G5112	RR Equip. Safety Inspector 2 .....	6
G5101	RR Track Safety Inspector 1 .....	5

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>PAY RANGE</b>
G5102	RR Track Safety Inspector 2.....	6
G5212	Util. Complaint Investigator .....	6
G5320	Util. Meter Stand. Test .....	5
G5211	Util. Term. Investigator .....	5

### **INSPECTION, INVESTIGATION AND SAFETY Professional, Non-Supervisory**

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>PAY RANGE</b>
1112B	Civil Engineer, Bridges.....	7
13410	Electrical Engineer 1 .....	7
13420	Electrical Engineer 2.....	8
G2000	Fixed Util. Val. Engineer Trn .....	6
G2001	Fixed Util. Val. Engineer 1 .....	7
G2002	Fixed Util. Val. Engineer 2 .....	8
G2003	Fixed Util. Val. Engineer 3 .....	9
G2005	Mgmt. Eff. Rev. Engineer 1 .....	8
G2006	Mgmt. Eff. Rev. Engineer 2 .....	9
1113B	Senior Civil Engineer, Bridges .....	8
G2100	Wat. & Sew. Util. Eng. Svs. Specialist .....	8

### **PROFESSIONAL, ADMINISTRATIVE AND FISCAL**

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>PAY RANGE</b>
08040	Management Technician .....	5
08220	Admin. Assistant 2 .....	5
G3301	PUC Citation & Order Writer .....	6
01610	Computer Systems Analyst 1 .....	6
01620	Computer Systems Analyst 2 .....	7

CLASS CODE	CLASS TITLE	PAY RANGE
G4401	Cons. Research Analyst 1 .....	6
G4402	Cons. Research Analyst 2 .....	7
G1000	Fixed Util. Fin. Anal. Trn .....	6
G1001	Fixed Util. Fin. Anal. 1 .....	7
G1002	Fixed Util. Fin. Anal. 2 .....	8
G1003	Fixed Util. Fin. Anal. 3 .....	9
05710	Information Writer .....	5
G1106	Management Eff. Rev. Auditor 1 .....	8
G1107	Management Eff. Rev. Auditor 2 .....	9
G1100	Public Utility Auditor Trn .....	6
G1101	Public Utility Auditor 1 .....	7
G1102	Public Utility Auditor 2 .....	8
G1103	Public Utility Auditor 3 .....	9
G3103	Trans. App. Spec .....	7
G1301	Trans. Fin. Analyst 1 .....	6
G1302	Trans. Fin. Analyst 2 .....	7
G4001	Utility Energy & Conservation Analyst 1 .....	7
G4002	Utility Energy & Conservation Analyst 2 .....	8
G4003	Utility Energy & Conservation Analyst 3 .....	9



## **APPENDIX E**

### **ORGANIZATIONAL SENIORITY UNITS BY AGENCY FOR ALL BARGAINING UNITS**

#### **AGING**

##### **Furloughs & Promotions**

1. Headquarters
2. Each Field Office
  - Philadelphia
  - Pittsburgh
  - Harrisburg
  - Wilkes-Barre/Kingston
  - Clarion

#### **AGRICULTURE**

##### **Furloughs & Promotions**

1. Headquarters (including Farm Show and Veterinary Diagnostic Laboratories)
2. Penn National Race Track
3. PA Equine Toxicology and Research Laboratory
4. Regional Office, Meadville
5. Regional Office, Williamsport
6. Regional Office, Tunkhannock
7. Regional Office, Gibsonia
8. Regional Office, Altoona
9. Regional Office, Summerdale
10. Regional Office, Creamery
11. The Meadows Race Track
12. Pocono Downs Race Track
13. Philadelphia Park Race Track

## **ATTORNEY GENERAL**

**Furlough (Except Narcotics Agents I and II, Medicaid Agents I and II) & Promotions**

1. Harrisburg (2)  
Non-Civil Service  
Civil Service
2. Philadelphia (2)  
Non-Civil Service  
Civil Service
3. Pittsburgh (2)  
Non-Civil Service  
Civil Service
4. Scranton (2)  
Non-Civil Service  
Civil Service
5. Wilkes-Barre (2)  
Non-Civil Service  
Civil Service
6. Allentown (2)  
Non-Civil Service  
Civil Service
7. Erie (2)  
Non-Civil Service  
Civil Service
8. Reading (2)  
Non-Civil Service  
Civil Service
9. State College (2)  
Non-Civil Service  
Civil Service

10. Greensburg (2)  
Non-Civil Service  
Civil Service
11. West Norriton  
Non-Civil Service  
Civil Service
12. Butler  
Non-Civil Service  
Civil Service
13. Meadville  
Non-Civil Service  
Civil Service
14. Williamsport  
Non-Civil Service  
Civil Service
15. Ebensburg  
Non-Civil Service
16. MAGLOCLIN

Furloughs (Only Narcotics Agents I and II)

Statewide

## **AUDITOR GENERAL**

Furloughs & Promotions

As shown in Appendix Q

## **BANKING**

Furloughs & Promotions

1. Headquarters
2. Eastern Region (Philadelphia)
3. Western Region (Pittsburgh)
4. Central Region (Harrisburg)

## **CIVIL SERVICE COMMISSION**

### **Furloughs & Promotions**

1. Headquarters
2. Pittsburgh Regional Office
3. Philadelphia Regional Office

## **COMMERCE**

### **Furloughs & Promotions**

1. Headquarters - Harrisburg
2. Each Regional Office (4)  
Philadelphia  
Pittsburgh  
Wilkes-Barre  
Erie

## **COMMUNITY AFFAIRS**

### **Furloughs & Promotions**

1. Headquarters
2. Each Region (5)  
Harrisburg  
Erie

Philadelphia  
Pittsburgh  
Scranton

## **CONSERVATION AND NATURAL RESOURCES**

### **Furloughs:**

1. Headquarters (including Pittsburgh Office of the Bureau of Topographic and Geologic Survey)
2. Forestry Districts (20)
3. Penn Nursery
4. Regional Park Offices (4) (Including Bureau of Facility Design and Construction)
5. Parks
  - Bendigo Complex
  - Elk
  - Kinzua
  - Black Moshannon
  - Chapman
  - Hills Creek
  - Kettle Creek Complex
  - Ole Bull
  - Leonard Harrison Complex
  - Colton Point
  - Lyman Run Complex
  - Patterson
  - Prouty Place
  - Cherry Springs
  - Denton Hill
  - R. B. Winter Complex
  - Ravensburg
  - McCall Dam
  - Sand Bridge
  - Reeds Gap Complex

Poe Valley  
Poe Paddy  
Sinnemahoning  
Sizerville Complex  
Bucktail  
Snyder-Middlesworth  
Shikellamy Complex  
Milton  
Susquehanna  
Mt. Pisgah  
Bald Eagle  
Little Pine Complex  
Hyner Run  
Little Pine  
Upper Pine Bottom  
Hyner View  
Point  
Clear Creek  
Cook Forest  
Keystone  
Laurel Hill Complex  
Kooser  
Laurel Ridge  
Linn Run Complex  
Laurel Mt.  
Laurel Summit  
Moraine Complex  
McConnell's Mill  
Ohiopyle  
Raccoon Creek  
M. K. Goddard  
Yellow Creek  
Presque Isle  
Oil Creek  
Hillman

Pymatuning  
Allegheny Islands  
Blue Knob  
Caledonia Complex  
    Mt. Alto  
Colonel Denning Complex  
    Big Spring  
    Fowler's Hollow  
Cowans Gap Complex  
    Buchanan's Birthplace  
Gifford Pinchot Complex  
    Samuel Lewis  
    Susquehannock  
Greenwood Furnace Complex  
    Whipple Dam  
    Penn Roosevelt  
Pine Grove Furnace  
Prince Gallitzin  
Codus  
Little Buffalo  
Canoe Creek Complex  
    Trough Creek  
    Warriors Path  
Shawnee  
Frances Slocum  
Fort Washington  
French Creek  
Hickory Run Complex  
    Lehigh Gorge  
Neshaminy  
Tuscarora Complex  
    Locust Lake  
Promised Land  
Ricketts Glen  
Marsh Creek

Tobyhanna Complex  
Gouldsboro  
Big Pocono  
Nockamixon  
Worlds End  
Memorial Lake Complex  
Swatara  
Tyler  
Ridley Creek  
Lackawanna Complex  
Archbald Pothole  
Salt Springs  
Prompton  
Nescopeck  
Beltzville  
Evansburg  
Benjamin Rush  
Delaware Canal  
Ralph Stover  
White Clay Creek  
Norristown  
Parker Dam Complex  
S. B. Elliott  
Nolde  
Kings Gap  
Jennings  
Jacobsburg

**Promotions:**

1. Agency Head's Office
2. Engineering & Scientific Unit will be by bureau (including Pittsburgh Office of the Bureau of Topographic and Geologic Survey)
3. All other bargaining units - Central Office (includ-



ing Pittsburgh Office of the Bureau of Topographic and Geologic Survey)

4. Forestry Districts (20)
5. Penn Nursery
6. Regional Park Offices (4) (Including Bureau of Facility Design and Construction)
7. Parks
  - Bendigo Complex
    - Elk
    - Kinzua
  - Black Moshannon
  - Chapman
  - Hills Creek
  - Kettle Creek Complex
    - Ole Bull
  - Leonard Harrison Complex
    - Colton Point
  - Lyman Run Complex
    - Patterson
    - Prouty Place
    - Cherry Springs
    - Denton Hill
  - R. B. Winter Complex
    - Ravensburg
    - McCall Dam
    - Sand Bridge
  - Reeds Gap Complex
    - Poe Valley
    - Poe Paddy
  - Sinnemahoning
  - Sizerville Complex
    - Bucktail
  - Snyder-Middlesworth
  - Shikellamy Complex
    - Milton

Susquehanna  
Mt. Pisgah  
Bald Eagle  
Little Pine Complex  
Hyner Run  
Little Pine  
Upper Pine Bottom  
Hyner View  
Point  
Clear Creek  
Cook Forest  
Keystone  
Laurel Hill Complex  
Kooser  
Laurel Ridge  
Linn Run Complex  
Laurel Mt.  
Laurel Summit  
Moraine Complex  
McConnell's Mill  
Ohiopyle  
Raccoon Creek  
M. K. Goddard  
Yellow Creek  
Presque Isle  
Oil Creek  
Hillman  
Pymatuning  
Allegheny Islands  
Blue Knob  
Caledonia Complex  
Mt. Alto  
Colonel Denning Complex  
Big Spring  
Fowler's Hollow

Cowans Gap Complex  
    Buchanan's Birthplace  
Gifford Pinchot Complex  
    Samuel Lewis  
    Susquehannock  
Greenwood Furnace Complex  
    Whipple Dam  
    Penn Roosevelt  
Pine Grove Furnace  
Prince Gallitzin  
Codus  
Little Buffalo  
Canoe Creek Complex  
    Trough Creek  
    Warriors Path  
Shawnee  
Frances Slocum  
Fort Washington  
French Creek  
Hickory Run Complex  
    Lehigh Gorge  
Neshaminy  
Tuscarora Complex  
    Locust Lake  
Promised Land  
Ricketts Glen  
Marsh Creek  
Tobyhanna Complex  
    Gouldsboro  
    Big Pocono  
Nockamixon  
Worlds End  
Memorial Lake Complex  
    Swatara  
Tyler

Ridley Creek  
Lackawanna Complex  
Archbald Pothole  
Salt Springs  
Prompton  
Nescopeck  
Beltzville  
Evansburg  
Benjamin Rush  
Delaware Canal  
Ralph Stover  
White Clay Creek  
Norristown  
Parker Dam Complex  
S. B. Elliott  
Nolde  
Kings Gap  
Jennings  
Jacobsburg

## **CORRECTIONS**

### **Promotions**

1. Headquarters & Camp Hill Correctional Institution
2. Each Institution
3. Community Services Centers and Regional Offices-  
each county

### **Furloughs**

1. Headquarters & Camp Hill Correctional Institution
2. Each Institution
3. Community Service Centers & Regional Offices -  
each region (3)

## **EDUCATION**

### **Furloughs**

1. Headquarters
2. Each PDE Institution (3)
3. Each Correctional Institution

### **Promotions**

1. Headquarters by Secretary's Office
2. Each Commissioner's Office
3. Each Bureau
4. Each PDE Institution (3)
5. Each Correctional Institution

## **EMERGENCY MANAGEMENT**

### **Furloughs**

1. Headquarters
2. Each Area Office
3. State Fire Academy

### **Promotions**

1. Agency-wide

## **ENVIRONMENTAL PROTECTION**

### **Furloughs:**

1. Headquarters

2. Southwest Field Operations Region (includes portions of Ebensburg, Greensburg, and Uniontown)
3. Southcentral Field Operations Region
4. Southeast Field Operations Region
5. Northeast Field Operations Region (includes portions of Pottsville)
6. Northwest Field Operations Region
7. Northcentral Field Operations Region
8. The following classifications in the Field Operations Regions, Water Management Programs, Soil and Waterway Management are a statewide unit:
  - Civil Engineer Trainee
  - Civil Engineer General
  - Civil Engineer Hydraulic
  - Senior Civil Engineer General
  - Senior Civil Engineer Hydraulic
9. Ebensburg (all Bureau of Abandoned Mine Reclamation personnel and A1 personnel)
10. Pottsville (all Bureau of Abandoned Mine Reclamation personnel at Rausch Creek and Auburn and A1 personnel)
11. Greensburg (only A1 personnel, including those headquartered in Uniontown)

#### Promotions:

1. Agency Head's Office
2. Citizens Advisory Council
3. Document Processing Division
4. Engineering & Scientific Unit will be by bureau
5. All other bargaining units - Central Office
6. Southwest Field Operations Region (includes portions of Ebensburg, Greensburg and Uniontown)
7. Southcentral Field Operations Region
8. Southeast Field Operations Region

9. Northeast Field Operations Region (includes portions of Pottsville)
10. Northwest Field Operations Region
11. Northcentral Field Operations Region
12. Ebensburg (all Bureau of Abandoned Mine Reclamation personnel and A1 personnel)
13. Pottsville (all Bureau of Abandoned Mine Reclamation personnel at Rausch Creek and Auburn and all A1 personnel)
14. Greensburg (only A1 personnel, including those headquartered in Uniontown)

## **FISH AND BOAT COMMISSION**

### **Furloughs & Promotions**

1. Headquarters
2. Pleasant Gap
3. Benner Spring Research Station
4. Warmwater Section (Linesville)
5. Lake Erie Research Branch
6. Fish Cultural Stations (13)
7. Maintenance Regions (5)
8. Fisheries Management Section (except A1 unit statewide)
9. Law Enforcement Regional Offices (6)

### **Furloughs**

1. Statewide K1 and K2 Units

## **GAME COMMISSION**

### **Furloughs & Promotions**

1. Headquarters
2. Each County of Assignment
3. Each facility
  - Game Farms (5)
  - Training Schools
4. Statewide B1, B2, B4 Units

Howard Nursery  
Water Fowl Areas

### **Furloughs**

1. Statewide K1 and K2 Units

## **GENERAL SERVICES**

### **Furloughs and Promotions**

1. Headquarters (2)
  - Non-Civil Service
  - Civil Service
2. Each Regional Office (4)
  - Philadelphia
  - Pittsburgh
  - Scranton
  - Reading
3. Each Construction Region (3)
  - Non-Civil Service
  - Civil Service



## **GOVERNOR'S OFFICE**

### **Furloughs & Promotions**

- A. Office of Administration, Boards, Councils and Commissions (22)**
  - 1. CMIC (Central Management Information Center) and Bureau of Telecommunications Services**
  - 2. Medical Professional Liability Catastrophe Loss Fund**
  - 3. Pennsylvania Human Relations Commission (4)**
    - Headquarters**
    - Harrisburg Regional Office**
    - Philadelphia Regional Office**
    - Pittsburgh Regional Office**
  - 4. Pennsylvania Infrastructure Investment Authority**
  - 5. Governor's Action Center**
  - 6. Pennsylvania Energy Office**
  - 7. Council on the Arts**
  - 8. Commission for Women**
  - 9. Commission on Crime and Delinquency**
  - 10. MILRITE Council**
  - 11. Arbitration Panels for Health Care**
  - 12. Public Employees' Retirement Study Commission**
  - 13. Juvenile Court Judges' Commission**
  - 14. Crime Victim's Compensation Board**
  - 15. State Health Facility Hearing Board**
  - 16. Drug Policy Council**
  - 17. Board of Pardons**
  - 18. Office of Inspector General**
  - 19. Governor's Advisory Commission on African/American Affairs**

## **B.Comptroller Operations (one unit statewide)**

Bureau of Management Information Systems (BMIS)  
Transportation Comptroller's Office  
Public Health & Human Services  
Comptroller's Office  
Labor, Education & Community Services  
Comptroller's Office  
Public Protection & Recreation  
Comptroller's Office  
Liquor Control Board Comptroller's  
Office  
Central Services Comptroller's Office  
Bureau of Commonwealth Payroll Operations

## **HEALTH**

### **Promotions**

1. Harrisburg Headquarters and Division of Vital Records, Harrisburg Office
2. Bureau of Laboratories
3. Northwestern District, including the Bureau of Quality Assurance field locations and the Division of Vital Records, New Castle and Erie Offices:

### **Alphabetical List of Counties:**

Cameron	Jefferson
Clarion	Lawrence
Clearfield	McKean
Crawford	Mercer
Elk	Venango
Forest	Warren

4. Southwestern District, including the Bureau of Quality Assurance field locations and the Division of Vital Records, Pittsburgh Office.

Alphabetical List of Counties:

Armstrong	Greene
Beaver	Indiana
Butler	Somerset
Cambria	Washington
Fayette	Westmoreland

5. Northeastern District including the Bureau of Quality Assurance field locations and the Division of Vital Records, Scranton Office.

Alphabetical List of Counties:

Carbon	Northampton
Lackawanna	Pike
Lehigh	Susquehanna
Luzerne	Wayne
Monroe	Wyoming

6. Southeastern District including the Bureau of Quality Assurance field locations and the Division of Vital Records, Philadelphia Office.

Alphabetical List of Counties:

Berks	Lancaster
Delaware	Schuylkill

7. North Central District including the Bureau of Quality Assurance field locations.

### Alphabetical List of Counties:

Bradford	Northumberland
Centre	Potter
Clinton	Snyder
Columbia	Sullivan
Lycoming	Tioga
Montour	Union

8. South Central District including the Bureau of Quality Assurance field locations.

### Alphabetical List of Counties:

Adams	Huntingdon
Bedford	Juniata
Blair	Lebanon
Cumberland	Mifflin
Dauphin	Perry
Franklin	York
Fulton	

### Furloughs

1. Harrisburg Headquarters and Division of Vital Records, Harrisburg Office.
2. Bureau of Laboratories.
3. Northwestern District, including the Bureau of Quality Assurance field locations and the Division of Vital Records, New Castle and Erie Offices.

### Alphabetical List of Counties:

Cameron	Jefferson
Clarion	Lawrence
Clearfield	McKean
Crawford	Mercer
Elk	Venango
Forest	Warren

4. Southwestern District including the Bureau of Quality Assurance field locations and the Division of Vital Records, Pittsburgh Office.

### Alphabetical List of Counties:

Armstrong	Greene
Beaver	Indiana
Butler	Somerset
Cambria	Washington
Fayette	Westmoreland

5. Northeastern District including the Bureau of Quality Assurance field locations and the Division of Vital Records, Scranton Office.

### Alphabetical List of Counties:

Carbon	Northampton
Lackawanna	Pike
Lehigh	Susquehanna
Luzerne	Wayne
Monroe	Wyoming

6. Southeastern District including the Bureau of Quality Assurance field locations and the

Division of Vital Records, Philadelphia Office.

Alphabetical List of Counties:

Berks	Lancaster
Delaware	Schuylkill

7. North Central District including the Bureau of Quality Assurance field locations.

Alphabetical List of Counties:

Bradford	Northumberland
Centre	Potter
Clinton	Snyder
Columbia	Sullivan
Lycoming	Tioga
Montour	Union

8. South Central District including the Bureau of Quality Assurance field locations.

Alphabetical List of Counties:

Adams	Huntingdon
Bedford	Juniata
Blair	Lebanon
Cumberland	Mifflin
Dauphin	Perry
Franklin	York
Fulton	

## **HISTORICAL AND MUSEUM COMMISSION**

### **Furloughs and Promotions**

1. Headquarters - Harrisburg and Dauphin County
2. County by Museum or Historical Site (24)

## **INSURANCE**

### **Furloughs and Promotions**

1. Headquarters
2. Each Regional Office (3)
  - Philadelphia
  - Pittsburgh
  - Erie

## **LABOR AND INDUSTRY**

### **Furloughs and Promotions**

#### **A. GENERAL ADMINISTRATION AND PROGRAMS**

1. Headquarters including Dauphin County (2)

- a. Non-Civil Service
- b. Civil Service

Secretary's Office  
Deputy Secretaries' Offices  
Legislative Affairs  
Deaf and Hearing Impaired Office  
Office of Chief Counsel

Press Office  
Policy, Planning and Evaluation Office  
Bureau of Occupational and Industrial Safety  
Bureau of Workers' Compensation  
Bureau of Worker and Community Right to Know  
Bureau of Labor Standards  
Prevailing Wage Division  
Apprenticeship and Training Division  
State Workmen's Insurance Fund  
Boards and Commissions  
Office of Affirmative Action  
Bureau of Administrative Services  
Bureau of Financial Management  
Bureau of Personnel

2. Each County - (2)

- a. Non-Civil Service
- b. Civil Service

Secretary's Office  
Deputy Secretaries' Offices  
Legislative Affairs  
Deaf and Hearing Impaired Office  
Office of Chief Counsel  
Press Office  
Policy, Planning and Evaluation Office  
Bureau of Occupational and Industrial Safety  
Bureau of Workers' Compensation  
Bureau of Worker and Community Right to Know  
Bureau of Labor Standards  
Prevailing Wage Division  
Apprenticeship and Training Division  
State Workmen's Insurance Fund  
Boards and Commissions



Office of Affirmative Action  
Bureau of Administrative Services  
Bureau of Financial Management  
Bureau of Personnel

3. Bureau of Occupational and Industrial Safety,  
except Headquarters (15)

- a. Building Division - Each District Office (6)
- b. Elevator Section - Each District Office (3)
- c. Boiler Section - Each District Office (3) \*  
\* Except Safety Inspectors in the Liquid  
Petroleum Gas Section who are included in  
the Building Division
- d. Asbestos Section - Statewide
- e. Bedding and Upholstery Section - Statewide
- f. PEAL Section - Statewide

B. JOB CENTER FIELD OPERATIONS (67)

- 1. Headquarters including Dauphin County
- 2. Each County

Job Center Field Operations  
Bureau of Employment Services and  
Training  
Bureau of Management Information  
Services  
Bureau of Research and Statistics  
Bureau of Unemployment Compensation  
Benefits and Allowances  
Bureau of Employer Tax Operations  
Unemployment Compensation Board  
of Review

## **C. OFFICE OF VOCATIONAL REHABILITATION (17)**

1. Headquarters
2. Each District Office (15)
3. Johnstown Rehabilitation Center

## **D. BUREAU OF DISABILITY DETERMINATION (3)**

1. Headquarters including Harrisburg office
2. Greensburg
3. Wilkes-Barre

## **LIQUOR CONTROL BOARD**

### **Furloughs and Promotions**

1. Headquarters
2. Each County

## **MILITARY AFFAIRS**

### **Furloughs and Promotions**

1. Headquarters
2. State Reservation Maintenance
3. Veteran's Affairs Field Offices
4. Hollidaysburg Veterans' Home
5. PA Soldiers' and Sailors' Home
6. Southeastern PA Veterans' Center
7. Northeastern PA Veterans' Center
8. Each State Home Armory by geographical location (105)
9. Each army and/or air base by geographic location (7)

## **MILK MARKETING BOARD**

### **Furloughs and Promotions**

1. Headquarters
2. Each District Office (3)
  - Eastern
  - Western
  - Central

## **PENNSYLVANIA HIGHER EDUCATION ASSISTANCE AGENCY**

### **Furloughs**

1. Headquarters
2. Each Regional Office (6)
  - Pittsburgh
  - Sharon
  - Williamsport
  - Philadelphia
  - Wilkes-Barre
  - Carlisle

### **Promotions**

1. Headquarters by Major Areas (7)
2. Each Regional Office (6)
  - Pittsburgh
  - Sharon
  - Williamsport
  - Philadelphia
  - Wilkes-Barre
  - Carlisle

## **PENNSYLVANIA SECURITIES COMMISSION**

### **Furloughs and Promotions**

1. Statewide

## **PROBATION AND PAROLE**

### **Furloughs and Promotions**

1. Headquarters
2. Each Correctional Institution (23)
3. Philadelphia District Office (includes Chester District Office)
4. Pittsburgh District Office
5. Harrisburg District Office
6. Scranton District Office
7. Williamsport District Office
8. Erie District Office
9. Allentown District Office
10. Butler District Office
11. Altoona District Office

## **PUBLIC SCHOOL EMPLOYES' RETIREMENT SYSTEM**

### **Furloughs and Promotions**

1. Statewide

## **PUBLIC UTILITIES COMMISSION**

### **Furloughs and Promotions**

1. Headquarters
2. District or Region (6)
  - Harrisburg
  - Philadelphia
  - Pittsburgh
  - Erie
  - Scranton
  - Altoona

## **PUBLIC WELFARE**

### **Furloughs and Promotions**

1. Headquarters
2. Each Institution  
Youth Development Centers, Mental Health,  
Mental Retardation, Youth Forestry Camp and  
Secure Treatment Units
3. Each County Assistance Office (67)
4. OIM, Bureau of Child Support
  - A. Wilkes-Barre Area Office
  - B. Philadelphia Area Office
  - C. Pittsburgh Area Office
5. Each Regional Office, Area Office, District Office  
in the Offices of Mental Health, Mental  
Retardation, Income Maintenance, Social  
Programs, and Children, Youth and Families

## **REVENUE**

### **Furloughs and Promotions**

1. Headquarters, including Turnpike Industrial Park,  
Brookwood Street facilities and York, Lancaster and  
Harrisburg field offices. Includes Revenue Field  
Auditors and Criminal Tax Investigators assigned to  
Headquarters.

2. Each Territory (1-8) - A-1 and A-2 unit employes (includes all offices/bureaus)
3. Each Territory (A-G) - A-4, G-1, G-2, G-4 and G-5 unit employes (includes all offices/bureaus, except Bureau of Audits). Territory G also includes G-1, G-2, G-4 and G-5 employes in Headquarters.
4. Each Region (7) - Bureau of Audits A-4 unit employes.

## **STATE**

### **Furlough and Promotions**

1. Headquarters, excluding Bureau of Professional and Occupational Affairs, (2)

Non-Civil Service  
Civil Service

2. Bureau of Professional and Occupational Affairs (4), Headquarters, including:

Harrisburg Region  
Philadelphia Region  
Pittsburgh Region  
Scranton Region

## **STATE EMPLOYEES' RETIREMENT SYSTEM**

### **Furloughs and Promotions**

1. Headquarters (includes A1 employees in the Harrisburg Field Office)
2. Each Field Office

## **STATE HARNESS RACING COMMISSION**

### **Furloughs and Promotions**

1. Headquarters
2. Each County Racing Facility, including laboratory (3)
3. West Chester Reference Laboratory

## **STATE POLICE**

### **Furloughs**

1. Agency for Stock Clerk I, II, III, Police Communications Operator Trainee and Police Communications Operator
2. Department Headquarters including Academy, Bureau of Liquor Control Enforcement Headquarters, all of Troop "H", and Troop "T" Headquarters.
3. Each Troop (exclusive of Troop "H", and Troop "T" Headquarters), and each District Liquor Enforcement Office and regional laboratory within the geographical area of the troop (15)

### **Promotions**

1. Department Headquarters including the Academy, Bureau of Liquor Control Enforcement Headquarters, all of Troop "H", and Troop "T" Headquarters.

2. Each Troop (exclusive of Troop "H", and the Troop "T" Headquarters), and each District Liquor Enforcement Office and regional laboratory within the geographical area of the troop (15).

## **STATE PUBLIC SCHOOL BUILDING AUTHORITY**

### **Furloughs and Promotions**

1. Authority-wide

## **STATE SYSTEM OF HIGHER EDUCATION**

### **Furloughs and Promotions**

1. Chancellor's Office
2. Each Institution (14)
3. University Center

## **STATE TAX EQUALIZATION BOARD**

### **Furloughs and Promotions**

1. Headquarters
2. Pittsburgh Regional Office
3. Philadelphia Regional Office

## **TREASURY**

### **Furloughs**

1. Headquarters
2. Board of Finance



3. Pittsburgh Regional office
4. Philadelphia Regional office

### **Promotions**

1. Headquarters by Bureau
2. Board of Finance
3. Pittsburgh Regional office
4. Philadelphia Regional office

## **TRANSPORTATION**

### **Furloughs**

1. Headquarters (includes A1 and A-2 employees in District 8-0)
2. Pittsburgh - Office of Chief Counsel
3. Philadelphia - Office of Chief Counsel
4. Each Engineering District (11)
5. Each County Maintenance District (67)

### **Promotions**

1. Headquarters (includes A1 and A2 unit employees in Engineering District 8-0 and Maintenance District 8-5)
2. Each Engineering District by Division (except A-1 and A-2 Bargaining Unit employees)
3. Each Engineering District A-1 and A-2 Bargaining Unit employees
4. Each County Maintenance District (67)

## **APPENDIX F**

### **RULES OF THE ACCELERATED GRIEVANCE PROCEDURE**

#### **RULE 1**

#### **JOINT AREA COMMITTEES**

##### **Section 1. - Function - Joint Area Committees**

It shall be the sole purpose of the Joint Area Committees to hear unresolved grievances from Step 1. The Joint Area Committees shall have the authority to render final and binding decisions on all grievances properly brought before them.

##### **Section 2. - Composition**

All Joint Area Committees shall be made up of an equal number of representatives selected by the respective parties, with half being designated by the Union, and half designated by the Commonwealth - from persons not directly involved in the case. Each Committee Panel will consist of a total of six (6) members, as agreed between the parties. In addition, each party shall designate one of its Committee representatives as a Co-Chairperson for the purpose of ensuring the orderly execution of the established procedures.

##### **Section 3. - Jurisdiction**

The parties agree to establish Regional Joint Area Committees (East and West) comprised of the following Agencies:

## **COMMITTEE**

Transportation  
Labor & Industry  
Revenue  
State Police  
Insurance  
Community Affairs  
State  
Pa. Human Relations Comm.  
Pa. Emergency Management  
Agency  
Fish Commission  
Game Commission  
Agriculture  
Public Utility Comm.  
Environmental Protection  
Conservation and Natural  
Resources  
Securities Comm.

## **COMMITTEE**

Public Welfare  
Military Affairs  
Banking  
Education  
General Services  
Aging  
Commerce  
Historical & Museum  
Probation & Parole  
Executive Offices  
Mun. Ret. System  
St. Em. Ret. System  
Pa. St. Emp. Retire Sys.  
Milk Marketing Bd.  
Health

## **RULE 2**

### **JOINT AREA COMMITTEE MEETINGS**

#### **Section 1. - Time and Place**

The Joint Area Committees shall meet on a monthly basis. Said meeting shall begin at 8:00 a.m. on each scheduled meeting date.

Meeting locations - Six (6) locations shall be chosen by the Employer and six (6) locations chosen by the Union for each of the Joint Area Committees.

The time and place of any meeting may be changed by mutual agreement of the Parties.

#### **Section 2. - Meeting Dockets**

A docket indicating the cases scheduled to be heard at

each Joint Area Committee meeting will be furnished by the Office of Administration (Bureau of Labor Relations) at least ten (10) days prior to the date of each meeting. Copies are to be provided to the affected Commonwealth Agencies (Divisions of Labor Relations) and Council 13 AFSCME (Grievance Department, 4031 Executive Park Drive, Harrisburg, PA 17111-1599).

Once the docket has been prepared and distributed to all interested parties, no additional cases can be added to the docket for that meeting unless agreed upon by the parties. If the Co-Chairperson of the Union and the Co-Chairperson of the Commonwealth mutually agree that a case may be heard by the Joint Area Committee on short notice, then such case will be placed on a supplemental docket prior to the Joint Area Committee meeting.

A discharged employee, or employees in cases of conflicting seniority claims, shall be notified within a reasonable time prior to the hearing by the party filing the grievance of the time and place of the grievance meeting, and of the employee's rights, including the right to be present at such hearing. In the event the Union or Commonwealth does not give notice to the employee, the Committee nevertheless, may in its discretion hear and decide the case.

### **RULE 3**

### **PROCEDURE ON GRIEVANCES**

#### **Section 1. - Filing of Grievances**

The grievance shall be reduced to writing by the union. Copies of the grievance shall be submitted to the Office of Administration (Bureau of Labor Relations, 404 Finance Building, Harrisburg, PA 17120), with copies to the affected Commonwealth Agency (Division of Labor Relations).

## **Section 2. - Selection of Panel**

The Union and the Commonwealth will select their respective Co- Chairpersons. The position of Acting Chairperson for each Joint Area Committee meeting will be alternately filled by each side. Each Co-Chairperson shall select his/her panel members to hear each case on the docket. Any Joint Committee panel hearing a case shall consist of three (3) representatives designated by each party, and at all times shall consist of an equal number of Commonwealth and Union representatives. The parties agree that the panel will consist of six (6) members, three (3) designated by each side. It is further agreed and understood between the parties, that either party may request to increase or decrease the size of the Committee for a specific case.

In the event any case on the docket affects the District Council or the work location of any member of the panel, then such panel member shall be removed from the panel for that case, and the appropriate Co-Chairperson shall designate another member of his/her group to the Committee to hear that particular case.

No representative of either side, who participated in the prior hearing of the case at the Area Committee Level as a presenter or panel member, shall be permitted to act as a member of the panel hearing the case at Step 3.

## **Section 3. - Settlements**

If a case, after being placed on the respective Joint Area Committee's docket for a particular meeting, is settled by the parties involved, each party shall inform the co-chairpersons of the Joint Area Committee of the settlement before the meeting when such case is scheduled to be heard.

## **Section 4. - Postponement of Cases**

Postponement of cases on the agenda of a Joint Area

Committee will be permitted only once for each party. Notice of a postponement shall be given to the other party by the fastest possible method of communication upon knowledge of the need to postpone. No subsequent postponements by that party will be permitted by the Joint Area Committee.

### **Section 5. - Default**

In the event either party in a dispute fails to appear before the Joint Area Committee, or State Committee, or a panel thereof, without an authorized postponement, the Joint Area Committee or State Committee, shall render a default decision in favor of the appearing party. If either party in a case which is scheduled to be heard at a particular meeting fails to appear at the time the case is called, that case will be placed at the end of the Docket and will be called again after all of the cases preceding it have been heard. At that time when the case is called for the second time, if the party again fails to appear, the Committee shall render a default decision in favor of the appearing party.

## **RULE 4 OPERATION OF JOINT AREA COMMITTEE**

### **Section 1. - Rules**

The operation of the Committees shall be in accordance with these Rules of Procedure and such other rules as may from time to time be adopted by mutual agreement between the parties. Such other rules shall be established by a majority vote of the Joint Area Committee provided; however, both the Union and the Commonwealth members of the Committee have equal voting power. Whenever an addition or amendment to these Rules of Procedure, or other rules duly adopted, is proposed, it shall be presented in writing to the Joint Area Committee at a regularly sched-

uled meeting of the Committee and voted upon at the following meeting.

### **Section 2. - Order of Cases**

Docketed discharge cases will be heard during the time period scheduled for the Joint Area Committee or State Committee for which it has been docketed. All other cases will be heard by the Joint Area Committee or State Committee in the order in which the Chairpersons mutually agree.

### **Section 3. - Hearings**

In the hearing of a case, either party may present any evidence bearing on the facts of the particular case, and may present testimony of witnesses either in person or by written witness statements. However, these statements must contain the following statement:

**“THE FOLLOWING STATEMENT IS BEING GIVEN BY ME FREELY AND WITHOUT COERCION FOR OFFICIAL COMMONWEALTH BUSINESS AND WILL BE CONSIDERED FOR ALL PURPOSES, INCLUDING ACTIONS UNDER THE STATUTES OF THIS COMMONWEALTH, JUST AS THOUGH IT HAD BEEN SWORN OR AFFIRMED BEFORE A COURT OF LAW OR FORMAL ARBITRATION PANEL.”**

All evidence to be presented must be made known to the other party within a reasonable time prior to the hearing. HOWEVER, NO LATER THAN FORTY-EIGHT (48) HOURS (EXCLUDING HOLIDAYS AND SATURDAYS/SUNDAYS) PRIOR TO THE SCHEDULED MEETING OF THE JOINT AREA COMMITTEE OR STATE COMMITTEE. THE FOLLOWING ARE THE

**ONLY PERMISSIBLE EXCEPTIONS: BARGAINING HISTORY, PRECEDENT SETTING ARBITRATION AWARDS, PRECEDENT SETTING SETTLEMENTS, COURT DECISIONS, AND LABOR BOARD DECISIONS.** Failure to comply with this rule by either party, shall constitute grounds for the Committee to refuse to consider the evidence in question if an objection to its introduction is raised. During the hearing, only panel members, alternate members of the Joint Committee, the parties presenting the case, and those directly involved in the specific case being heard, shall be allowed to sit in the immediate area where the hearing is being conducted. Other members of the Joint Committee, except for the designated panel hearing the case, shall not participate in the presentation, the discussion, or the questioning.

In discharge, involuntary demotion, suspension and reprimand cases, the Commonwealth must present its evidence first; in all other cases, the Union will present its evidence first. Each party shall declare, prior to the presentation of its case, whether there will be a co-presenter on the respective case. The number of co-presenters shall be limited to two (2) individuals, and a co-presenter shall only supplement the presentation of the case in chief. Both sides will have an opportunity to summarize and rebut, however, when co-presenters are used, only one (1) of the co-presenters may respond during the Summation and Rebuttal portion of the presentation. After each party has presented its case and its official rebuttal testimony, the panel members will be free to ask questions of the parties. After such questioning, the panel of the Joint Area Committee will retire to executive session and will vote, and thereby render its decision. Voting by a show of hands will be deemed to be sufficient. When the panel goes into executive session in order to decide the case, all others must retire from the room. After a decision has been reached by a majority vote



of the panel, the decision shall be reduced to writing and provided to the parties in a manner agreed upon by the Joint Area Committee.

#### **Section 4. - Recess**

A recess may be requested by either party during the hearing of a case. However, if such request is granted by the Acting Chairperson, it shall not exceed one hour. The Acting Chairperson may also call for recess at any time, but such recess not to exceed one hour in duration.

#### **Section 5. Summaries**

The Commonwealth co-chair of the Joint Area Committee shall prepare written summaries for each committee meeting, briefly outlining the facts and the decision reached by the committee in each case heard. Copies of all such summaries shall be provided to the Union (AFSCME, Council 13, 4031 Executive Park Drive, Harrisburg, PA 17111-1599).

### **RULE 5**

## **JOINT PENNSYLVANIA STATE COMMITTEE (JPSC)**

#### **Section 1. - Function**

The Joint Pennsylvania State Committee shall hear at Step 3, all cases referred to it from Step 2. This Committee shall operate under the same Rules of Procedure that govern the Joint Area Committees.

#### **Section 2. - Minutes**

The Commonwealth co-chair shall prepare written minutes of each committee meeting, briefly outlining the facts and the decision reached by the Committee in each case heard. Copies of all such minutes and decisions shall be

provided to the Union (AFSCME Council 13, 4031 Executive Park Drive, Harrisburg, PA 17111- 1599). The Office of Administration will provide copies of these documents to all Commonwealth Agencies (Divisions of Labor Relations) participating in the AGP. Minutes for the Joint State Committee will be approved at the next meeting of the Committee and will form the official record of the Committee action.

### **Meetings**

Frequency of meetings and their location shall be determined by AFSCME Council 13 and the Office of Administration, Bureau of Labor Relations representatives.

## **APPENDIX G**

### **MAINTENANCE AND TRADES UNIT**

#### **Training**

Where feasible the Commonwealth will continue present training programs and review and upgrade the programs with the goal of training interested and qualified employees for higher classifications within the department or agency. Among those within a seniority unit who apply from within the classification or classifications determined by the Employer as being appropriate for receiving the training, the employee with the greatest length of Master Agreement seniority among those with relatively equal qualifications will receive the opportunity for training. If there is no qualified employee within the classification deemed appropriate for training, then the training may be offered to other qualified employees as determined by the Employer.

In order for training to be most effective, unnecessary breaks or delays in the continuity of training should be avoided. Therefore, at such time as an employee begins training on a specific piece of equipment, the Employer will attempt to complete the training within 30 work days from the first day of training. If unanticipated reasons prevent this from occurring, it is required that the Local Union President be notified of the reasons and the anticipated completion date of the training. All employees, upon completion of training, shall be tested for certification within 30 work days. Employees who pass the test will be certified immediately.

In the Department of Transportation, a training committee consisting of two bargaining unit employees per Engineering District and appropriate Union and Management representatives shall meet in Central Office semi-annually to discuss training issues. One of the meetings shall deal with Transportation Equipment Operator

issues only, and the second with other types of training. Employees selected for this committee shall be entitled to administrative leave to attend these meetings, but shall be afforded no other benefit or privilege as a result of this selection. It shall be the responsibility of the Union to request the meetings, suggest alternative dates, and provide a list of bargaining unit representatives and a tentative agenda for discussion.

The Department of Transportation agrees to notify the appropriate local President of any Transportation Equipment Operators or Automotive/Diesel Mechanics selected for training in their occupational specialty, in advance of the training. The subject of notification of all other types of training shall be the subject of meet-and-discuss sessions at the local level.

### **In-Service Training**

In-service training that is required by the Employer is included in hours of work. Where such training is conducted at other than the employee's normal work site, the present department or agency practice with regard to travel time for such training shall remain in place for the life of this agreement.

Appropriate familiarization/orientation training will be provided to all employees upon request prior to assigning them to operate equipment they are unfamiliar with. The Employer shall upon request provide proper on-site training in the use of all power hand tools before employees are assigned to operate such tools.

Existing Commercial Driver's License training materials will be made available to employees upon request at each work site. Employees will be permitted to use available equipment at Department of Transportation test sites to take tests for Commercial Driver's Licenses.

## **Department of Conservation and Natural Resources Maintenance Personnel Training**

Maintenance personnel may request training in the areas of fire fighting, search and rescue, CPR, and basic first-aid. Requests for training shall be granted based on the Employer's operational requirements and the availability of training slots. At least 25% of available training slots will be reserved for Maintenance and Trades personnel who have made such requests.

## **Eating and Sanitary Facilities**

The Employer will provide exhaust fans or suitable substitutes, if needed, in all facilities used as paint shops, permanent garages or repair areas; and fresh water, soap or waterless soap and paper towels at permanent Department of Transportation and Department of Conservation and Natural Resources locations and in all locations where presently supplied, including work crew areas.

## **Specialized Crews**

1. Future permanent assignments to vacancies which occur in county-wide paving, surface treatment, sign, bridge and guide rail specialized crews shall be made in accordance with the following provisions:
  - A. Complement vacancies which the Department determines are to be filled shall be filled in accordance with applicable personnel policy and/or collective bargaining agreements.
  - B. Assignments to those crews listed above will be made by posting paving, surface treatment, and guide rail crews annually or when vacancies occur, the opportunity for assignment to the crew for five (5) working days. After the posting period, in

February for the annual posting, the most senior qualified employee from among the applicants from the classification determined by Management to be needed for the position shall be assigned to the crew. Employees selected for specialized crew assignments will be permitted to bid for the stockpile to which they wish to be assigned while not on a specialized crew. Bridge and sign crews will be posted and bid in February, 1989. After this initial posting, only vacancies will be posted unless the entire crew is disbanded in which case the entire crew shall be posted and bid annually in February.

- C. Employees assigned to the listed county-wide specialized crews shall serve a probationary period of thirty work days on the specialized crew. When employees are assigned to the same specialized crew(s) in consecutive years, they will not be required to serve a probationary period during the second and subsequent consecutive specialized crew assignments on the same crew(s). Where in the opinion of Management the employee's performance is determined to be unsatisfactory, the employee shall be returned to his former assignment or to a similar assignment and the next most senior qualified applicant shall be assigned to the crew on a probationary basis. When this occurs, the Employer will explain the specific rationale for the reassignment to the local Union.
- D. If there are no applicants for the assignment from among employees in the class determined by Management to be needed on the crew or if no such applicants possess the requisite skills and abilities, assignments shall be made in the inverse

order of seniority from among those employees who possess the requisite skills and abilities.

- E. Seniority for the purpose of this provision shall be Master Agreement seniority.
- F. The provisions of this agreement will be controlling and binding upon the parties unless modified in writing by local agreement.

## **2. Travel time for specialized crews**

Hours of work for members of special crews shall commence when such employees arrive at their equipment ready for work whether prior to or subsequent to transportation to the work site. If such employees are required by the Employer to travel to and from the work site by transportation provided by the Employer, work time shall commence at the time of embarkation and shall cease at the time of debarkation.

## **Work Site Travel**

In the Department of Transportation, employees not assigned to one of the specialized crews listed under the "Specialized Crews" section of this Appendix, will be assigned to report on a daily basis consistent with the Employer's operational requirements to either a reporting site, a work site within the geographic area of responsibility of the reporting site, or an assembly point within the geographic area of responsibility of the reporting site for transport to work assignments at a site outside that geographic area. If employees are assigned to report to an assembly point, transportation to the work site will be provided by the employer. The assembly point should be a location where employee vehicles can be safely and securely parked off the traveled roadway. Hours of work for such employees will commence upon

arrival at the assigned work site or reporting site at the start of the shift and cease upon departure from the assigned work site or return to the reporting site at the end of the shift.

In those situations where employees are required by the Employer to travel from their first assigned work site of the day to any additional work sites on the same day, and are required to use their own personal vehicle for such travel, then the employees will be paid mileage travel expense in accordance with existing Commonwealth Travel Expense Regulations.

For the purposes of this Appendix, a reporting site in the Department of Transportation shall be defined as a stockpile, office, or satellite. The geographic area of responsibility associated with a reporting site shall be defined as the geographic area within which employees from that reporting site have been historically assigned to work.

### **Assignment of Equipment**

Equipment will be assigned on a fair and equitable basis, taking into consideration the classification seniority standing of the Transportation Equipment Operators/Equipment Operators at the work site, the certifications held by the operators, and variables relating to individuals and equipment. While the efficiency of the operation will remain of paramount importance in the assignment of personnel to equipment by the Employer, equipment shall not be assigned in a manner that is punitive or inconsistent with the provisions of Article 31.

### **Liability Coverage and Legal Defense**

The Employer shall provide liability coverage and legal defense as detailed in Title 4 Pennsylvania Code Chapter 39 and Management Directive 205.6 and 630.2.

### **Notification of Absence**

Notification to the immediate supervisor or any other



individual designated by the Employer shall be considered notice in the event illness or any other situation requires the employee's absence from work. This notification shall take place within the time period established at the local and/or agency level and receipt of such notice shall not imply approval of the leave requested. For employees in the Department of Transportation, in the event it is a toll call for the employee, the Employer agrees to accept the call collect.

### **Certified Auto Mechanics**

A certified inspection mechanic shall not be required by the Employer to place an inspection sticker upon a vehicle which does not conform with the Motor Vehicle Code. No mechanic shall be subject to discipline for refusing to place an inspection sticker upon a vehicle that cannot legally pass inspection. The Employer agrees to meet and discuss on the impact and application of legislation effecting Auto Mechanics that may be enacted during the term of this Agreement. The Employer agrees to store inspection stickers in a secure location. Mechanics will not be held responsible for the security of inspection stickers until the inspection stickers are issued to them.

### **Working Environment**

It shall be the duty of the Employer to remedy all unsafe or unhealthy conditions within a reasonable time after notification by the Union of the existence of such conditions. When the Employer determines that employees are exposed to unsafe or unhealthy conditions during remodeling or construction, the affected employees will be reassigned to a safe and healthy work site within their seniority unit and geographic area. Alleged violations of these provisions may be processed in accordance with the provisions of Article 38, Grievances and Arbitration/Accelerated Grievance Procedure.

**Water**

The Employer will provide safe drinkable water to work crews throughout the work year. The Employer will provide ice for the water from May 1st through October 31st of each work year.

Game Commission work crews will be provided with ice water at the start of each work day. The Employer shall not be responsible for replenishing ice water during the work day. Each Game Commission work crew will be issued a five gallon water container for the crew's use during the work day.

**Department of Transportation Compensatory Time**

This provision amends the time frames of Article 10 Section 6 - Holidays and Article 20 Section 4 - Overtime for employees covered by this Maintenance and Trades Appendix who earn compensatory time.

The 45 day period referred to in those Master Agreement Sections is extended to 90 days. The references to the 90 calendar day period is extended to 180 calendar days.

Other than these time frame adjustments, no change to the Master Sections is intended.

**Department of Public Welfare Compensatory Time**

Compensatory time awarded to Department of Public Welfare employees for working on scheduled holidays will not be pre-scheduled. Employees will be permitted to use compensatory time within 45 days succeeding the designated holiday. If such scheduling is not possible, the scheduling period will be extended 45 days, regardless of the calendar year. The employees may select the day(s) on which they will use their compensatory time, provided they have given the Employer three weeks notice. The Employer will respect the requested selection time as long as it is not detrimental to the efficiency of the operation. Requests for such compensatory time which are submitted less than three weeks in advance

may be approved at the sole discretion of the Employer.

If the employee makes no attempt to schedule the earned paid time off, or the Employer is not able to approve the date(s) requested by the employee within the 90-day period succeeding the holiday, the Employer, at its option, will either schedule the time off within the next 45 days, or compensate the employee at the employee's regular hourly rate of pay.

Available compensatory time may be used by the employee for an emergency.

### **Joint Classification Committee**

The Commonwealth agrees to form a joint labor-management committee to determine if a study should be conducted of certain classifications covered by the Maintenance and Trades Unit Appendix.

### **Transportation Safety Committees**

In the Department of Transportation, a safety committee consisting of two bargaining unit employees per Engineering District and appropriate Union and Management representatives, shall meet in Central Office quarterly to discuss specific safety policies, procedures and problem areas. Employees selected for this committee shall be entitled to administrative leave to attend these meetings, but shall be afforded no other benefit or privilege as a result of this selection. It shall be the responsibility of the Union to request the meetings, suggest alternative dates, and provide a list of bargaining unit representatives and a tentative agenda for discussion.

A safety committee shall also be established in each County Maintenance District and each Engineering District which shall meet periodically to discuss specific safety policies, procedures, and problem areas. In addition to the participation of such Management and Union representatives as are appropriate, the Union shall be entitled to select and the Employer shall provide administrative leave to one employee

to sit on each county safety committee and one employee per county to sit on each Engineering District safety committee. It shall be the responsibility of the Union to provide the Department with a list of participating employees and, when appropriate, a tentative agenda for discussion. Any dispute arising from these committees shall be submitted to a committee comprised of a representative from the Office of Administration, AFSCME, Council 13 and the Department.

### **Safety Equipment**

The Employer shall not require employees to operate unsafe motorized equipment or to take out on the streets, highways, or Commonwealth owned property any vehicle or piece of motorized equipment that is not in safe operating condition, including, but not limited to equipment which is acknowledged as overweight or not equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement or basis for discipline where employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because it is not mechanically sound or properly equipped, shall be appropriately tagged so that it cannot be used by other drivers until the maintenance department has adjusted the complaint. After such equipment is repaired, the Employer shall place on such equipment an "OK" in a conspicuous place so the driver can see the same.

### **Department of Transportation Dangerous Conditions**

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment. Employees will not be assigned to perform litter pick-up on the berms, ramps, or medial strips of limited access highways during the rain.

The parties agree to include the following two side letters as binding additions to this Appendix:

1. 17 May 1988

Mr. Edward Keller

Executive Director

AFSCME Council 13

4031 Executive Park Drive

Harrisburg, PA 17111-1599

Dear Mr. Keller:

In the past, except for emergencies, many organizations have avoided the assignment of employees to major highways during periods when unusually high traffic volumes are anticipated.

In consideration of the safety of our employees, it is the intention of the Department to continue this policy. It will be applied on all four lane limited access highways on Fridays and the day before the holidays listed in Article 10 of the Master Agreement. In addition, it may be applied at other times and on other highways when specific local circumstances create an increased risk to employee safety. Department managers will be advised on this policy, and be expected to implement it in a manner which serves to protect the safety of our employees.

The implementation of this policy shall not be deemed to prohibit working employees off the traveled roadway on those designated, provided the work can be done safely; nor prohibit performing emergency operations at any time.

It is understood that alleged violations of this policy are subject to the grievance and arbitration procedure of the Master Agreement.

Sincerely,

Howard Yerusolim, PE

Secretary of Transportation

2. 17 May 1988

**SUBJECT:** Inclement Weather Assignments

**TO:** District Engineers  
Maintenance Managers

**FROM:** Howard Yerusalim, PE  
Secretary of Transportation

It has come to my attention that some organizations may be assigning employees to work activities during periods of inclement weather that, from a safety and operational standpoint, are not consistent with sound management practice.

During the periods of inclement weather, the safety of our employees and the traveling public must remain our primary concern. Therefore, when weather conditions of any type result in unacceptable visibility, except for emergencies, employees should be reassigned to other duties. Additionally, during periods of extreme temperatures, you should also take adequate precautions to safeguard the exposure of our employees. This may mean rotating assignments, providing extra breaks, or finding other means to ensure that the employees are adequately protected from the elements.

Aside from the safety aspects, there are also operational considerations. As you know, not every work activity can be performed properly in every type of weather condition. We are desirous of a quality product, produced in a safe work environment. As a result, I do not expect that our employees will be directed to perform substandard work under unsafe work conditions.

### **Transportation Shotgun Riders**

In planning assignments of helpers to trucks during snow and ice control operations, due consideration is to be given

to the safety of the operator and of the traveling public.

County Maintenance Managers or their Assistant County Maintenance Managers after consultation with the foreman when possible, may assign helpers to trucks during snow and ice control operations, under storm conditions or in areas of work where a helper will contribute to the safety of the operator and traveling public. When making equipment operator assignments for various types of storm conditions, the County Maintenance Manager shall assign one operator to graders and loaders.

When assigning operators to equipment, County Maintenance Managers or their Assistant County Maintenance Managers will consider the need for relief crews during an extended storm.

### **Transportation Winter Scheduling**

The following shall be in effect in the Department of Transportation during the winter operations period November 1 through March 31 and applies only to Department of Transportation County Maintenance District employees engaged in winter operations:

- 1) The Department on a county by county basis will determine the type of scheduling which will best meet the county's winter operations needs. The Department agrees to meet and discuss on this issue with the local Union.
- 2) If dual shifts are deemed appropriate, the number of employees on each shift and the appropriate classifications shall be determined by the Department. Shift assignments shall be made in accordance with Article 29 Section 11 of the Master Agreement.
- 3) In recognition of the Department's need for scheduling

flexibility during the winter operations period, the provisions of Article 6 Sections 5 and 7 of the Master Agreement relating to meet and discuss, posting and minimum time-off shall not apply. Schedule/shift changes may be effected by the Department giving oral or written notice of such change to the involved employee(s) prior to the end of the employee's(s') preceding work shift.

- 4) The portion of Article 6 Section 5 relating to Monday through Friday scheduling continues to apply.
- 5) If schedule changes, except for snow removal reasons, become excessive for any individual or group of employees, the Department and the Union will meet and discuss on that issue. If unresolved, a grievance may be instituted directly to Joint State Committee. The Joint State Committee decision will be deemed final, binding and determinative of any issue or issues raised.
- 6) Those counties that have historically used 3 shifts during the winter operation period may continue to do so, however, the provisions of Article 6, Sections 5 and 7 shall be applicable. Other counties may schedule 3 shifts by local agreement.
- 7) Shifts shall not be rotated, unless otherwise agreed to at the local level.
- 8) Snow and ice patrols shall continue to be permitted subject to the provisions of Article 6, Sections 5 and 7.
- 9) Unless agreed to at the local level, the Department will not expand scheduling of temporary Transportation



Equipment Operators on weekends beyond those counties where such weekend scheduling existed during the 1987-88 winter season.

### **Transportation Summer Reporting Site Assignments**

Prior to the commencement of each summer work season, the Department will determine its summer-schedule operational/staffing needs and designate the location of each reporting site (stockpile, office, or satellite) and the number of full-time B level equipment operators, full-time A level equipment operators, and other full-time personnel (by classification) required at each reporting site.

Employees will select, consistent with the Department's staffing needs, the summer season reporting site to which they wish to be assigned in the following sequence:

1. Transportation Equipment Operator B's will select, based upon seniority, the reporting site to which they wish to be assigned.
2. Transportation Equipment Operator A's will select, based upon seniority, the reporting site to which they wish to be assigned.
3. Highway Maintenance Workers will select, based upon seniority, the reporting site to which they wish to be assigned.

It is understood the Department's need to have an equipment operator certified on a specific piece of equipment assigned to a specific reporting site will take precedence over the above-stated assignment provisions. To fill this need, if it is necessary to assign an employee to a specific reporting site, the least senior employee in the required classification who is certified to operate the piece of equipment needed will be assigned.

Reporting site assignments may be changed by the Department to accommodate changes in staffing requirements. If the change is expected to remain in effect for the remainder of the summer season, the reassignment will be made after posting notice for five (5) calendar days at the reporting site from which an employee is to be reassigned. The most senior qualified bidding employee in the requisite classification will be reassigned. If no qualified employee in the requisite classification bids, the least senior such employee will be reassigned. The reporting site to which the employee is reassigned will become the employee's new reporting site. No travel time will be paid since the new reporting site will become the employee's regular reporting site.

Seniority for purposes of this provision shall be Master Agreement seniority.

### **Transportation Summer Reporting Site Locations**

Prior to the commencement of each summer work season, those County Maintenance Organizations which intend to change the number and location of reporting sites to be used for the upcoming work season will meet and discuss at the local level. All recommendations presented by the Union will be given due consideration before any proposed changes occur.

If the parties are unable to agree at the local level, the County Maintenance Organization will submit their recommendation to the Bureau of Maintenance and Operations for review and approval. Prior to issuing a final decision, the Department agrees to review the matter with Council 13. No change can be implemented at the local level until authorized by the Bureau of Maintenance and Operations.

Legitimate operational reasons shall serve as the only basis for changing the number and location of reporting sites in an individual County Maintenance Organization. If the Union alleges that anti-union animus is the basis for the

change in reporting site numbers and location, a grievance may be filed directly to the Joint State Committee. If such a decision results in a deadlock, the issue may be appealed to arbitration. No change shall be implemented in that County Maintenance Organization until a final decision is rendered.

For the purposes of this Appendix, a reporting site in the Department of Transportation shall be defined as a stockpile, office, or satellite.

### **Transportation Winter Overtime**

The following shall be in effect for the Department of Transportation employees engaged in winter operations. It is understood that these provisions amend those in Article 20, Section 5 of the Master Agreement.

#### **Winter Overtime (November 1 through March 31)**

1. **Stockpile Assignments** - In September of each year, the Employer will determine the number and classification of employees to be assigned to each stockpile for winter assignment and post this information by September 30. Employees will then select, based upon Master Agreement seniority, the stockpile to which they wish to be assigned. After stockpile assignments have been made, employees may indicate their shift preference based upon Master Agreement seniority. In making stockpile and shift assignments, preference shall be made on a seniority basis unless an Equipment Operator certified on a specific piece of equipment is needed at a specific stockpile.
2. **Stockpile Reassignments** - During the winter season, if a vacancy on a crew occurs or the Employer determines that a change in crew size or classification make up is necessary, reassignments will be made using the procedure set forth above,

unless a different procedure for accomplishing the reassignments is agreed to at the local level. It is understood, however, that the Employer may temporarily change stockpile assignments in order to accomplish non-snow removal activities. In addition, employees may be temporarily reassigned for snow removal activities when a shortage of operators exists at a stockpile or the need for an operator certified on a specific piece of equipment exists. For assignments of five days or less, the least senior qualified employee in the classification on the shift at the stockpile will be transferred. When such temporary assignments exceed five days' duration, the Employer will first seek to obtain volunteers. In the event of no volunteers or insufficient volunteers, the Employer may assign the least senior employee(s). It is further agreed that such temporary assignments will not be made to reduce available overtime opportunities for employees permanently assigned to a stockpile.

3. Voluntary Assignments. - Employees will indicate at the time of stockpile selection their willingness/unwillingness to accept voluntary overtime assignments. Those employees in the appropriate class and shift at the stockpile having previously stated a willingness to work overtime will be called first. However, an operator of another class may be used when:
  - a. the employee in the appropriate class would be entitled to double time;
  - b. all operators in the appropriate class have been called;
  - c. an immediate response is needed and an

employee in the appropriate class at the stockpile is not immediately available;

- d. all operators in the appropriate class have already operated for 12 consecutive hours.

#### **4. Mandatory Assignments**

- a. In the event there are insufficient volunteers, overtime shall be assigned to the employee at the stockpile in the appropriate classification and on the same shift with the least assigned overtime. All employees, including those who do not desire voluntary overtime, are expected to be available for mandatory or unscheduled overtime associated with general overtime call-outs. An employee will be considered available if the Employer has been notified of the employee's whereabouts. (i.e. a telephone number where the employee can be reached.)
- b. While it is understood that employees are required to be available for mandatory or unscheduled overtime associated with general overtime call-outs, an employee who is unavailable for such call-outs will not be disciplined in a manner that is arbitrary or capricious.

#### **Winter Operator Out-of-Class Pay**

Transportation Equipment Operator A's (TEOA) assigned to perform B level work during the Winter Season shall be compensated at a special out-of-class rate equivalent to the appropriate Transportation Equipment Operator B rate (4 steps), for all out-of-class days worked.

#### **Department of Transportation Saturday Over time**

With the exception of snow removal and sudden/unexpected situations, County Maintenance employees shall be

notified of Saturday overtime by the end of their shift on Thursday. If such notice is not received, and the employee is subsequently unavailable or declines for the overtime opportunity, the time shall not be credited as time worked for equalization purposes and the employee will not be disciplined for being unavailable. If the employee volunteers for an overtime opportunity for which he/she has not had proper notice (i.e. end of shift Thursday), the employee shall be paid double time for all Saturday overtime hours worked.

### **Crossing County Lines**

Employees of the Department of Transportation will be assigned to work within the county in which they are employed except, however, this will not apply to situations where employees have historically crossed county lines for purposes of, by way of example, emergencies, traveling to a turnaround point for snow removal, completing a work activity until an intersection or natural completion point is reached, where a specialized piece of equipment and operator is temporarily assigned to another county, training purposes, or where geographic features have resulted in one county assuming responsibility for highways in another county. It is understood that normal maintenance operations shall not constitute an emergency.

### **Overtime Equalization Units - Department of Transportation**

It is agreed and understood by the parties that attempts will be made to equalize overtime in the following manner:

#### **1. Overtime Equalization Period**

- a. The Employer will be obligated to equalize over time during each one-half calendar year between or among the employees within the same job classification and equalization unit who have

previously stated in writing a willingness to accept voluntary overtime assignments.

- b. For purposes of employees covered by this agreement, each one-half calendar year will be defined as the period from October through March and the period from April through September inclusive.

**2. Overtime Equalization Units - Specialized Crews**

- a. Each of the following specialized crews will constitute individual and separate overtime equalization units, in each County, where they exist:

- (1) Paving
- (2) Surface Treatment
- (3) Bridge
- (4) Sign Maintenance
- (5) Guide Rail

**3. Overtime Equalization Units - Non-Specialized Crews**

- a. For those County Maintenance Organizations where the existing overtime equalization units consist of each stockpile, or each stockpile and shift where multiple shifts exist, the following provisions shall apply. These same provisions shall also apply where the Local Union is willing to agree to equalization units consisting of each stockpile, or each stockpile and shift if multiple shifts are used.

- (1) Unavailability - Employees shall be considered unavailable if they decline an overtime offer; or, if they cannot be reached by phone and the Employer can verify through a first-level

supervisor, bargaining unit employee, or some other agreed upon method that a call has been made. All unavailable time will be counted as time worked for equalization purposes, except for unavailable time not charged in accordance with the provisions of the Saturday Overtime Section of this Appendix.

(2)Disqualification - Employees who decline more than four overtime opportunities in any equalization period shall forfeit their right to be equalized at the end of that equalization period. Declinations of Saturday overtime in accordance with the provisions of the Saturday Overtime Section of this Appendix shall not be counted for this purpose.

(3)Equalization Obligation - Employees will be considered equalized if their total number of overtime hours credited within any equalization period, is within 12 hours of the employee in their classification and equalization unit with the highest number of overtime hours credited during that period.

- b. Unless modified by a local agreement, for those County Maintenance Organizations not covered by item 3a above, the appropriate equalization units will consist of each individual Assistant County Manager, with each Highway Equipment Manager being considered as a separate unit for all employees directly under his supervision. For employees in these equalization units, the following shall apply.



(1) Unavailability - Employees who are on sick leave the day before a scheduled day(s) off and who decline an overtime call out on the scheduled day(s) off for reasons of illness, will not be charged with an overtime declination nor have overtime hours credited for equalization purposes.

Employees who are on sick, annual, or personal leave and cannot be reached for an overtime call out shall not be considered unavailable and have the time credited for equalization purposes unless the absence extends beyond 5 calendar days from the last day of work. If the absence extends beyond 5 days, the employee shall be credited for equalization purposes with the average amount of overtime worked/credited by employees in the same classification and equalization unit during the entire period of absence.

Employees shall be considered unavailable if they decline an overtime offer; or, if they can not be reached by phone and the Employer can verify through a first-level supervisor, bargaining unit employee, or some other agreed upon method, that a call has been made. All unavailable time will be counted as time worked for equalization purposes, except for unavailable time not charged in accordance with the provisions of the Saturday Overtime Section of this Appendix.

(2) Equalization Obligation - Except as modified in Section 3(b) 1 above, overtime opportunities shall be equalized in accordance with the terms and conditions of Article 20, Section 5.

## **Transportation Operators**

Current Department of Transportation Highway Maintenance Workers who are certified on truck and loader and who are willing and able to operate said equipment, will be promoted to the Transportation Equipment Operator A classification provided they possess a current Commercial Driver's License.

Promoted employees shall serve a six month promotional probationary period as provided for in Article 29, Section 13 of the Master Agreement.

Current permanent Department of Transportation Highway Maintenance Workers who are not certified on truck and loader, but are willing to operate said equipment, will be placed into the Transportation Equipment Operator Trainee classification upon receipt of a Commercial Driver's License learner's permit. Employees placed in these classifications shall serve a six-month reassignment probationary period and the provisions of Article 28, Section 1, shall not be applicable if an employee is returned to the Highway Maintenance Worker classification within that period for failure to successfully complete the probationary period. Upon receiving the appropriate equipment certifications and successfully completing the reassignment probationary period, the Trainee will be promoted to the Transportation Equipment Operator A classification. Employees so promoted shall be required to serve a promotional probationary period as provided for in Article 29, Section 13 of the Master Agreement.

Following each quarter, out-of-class work records of employees in the Equipment Operator A Classification will be reviewed to determine if any employee has performed out-of-class work for at least one hundred and thirteen (113) full days at the Transportation Equipment Operator B Level during the last four quarters. Where an employee has performed such work, the County Maintenance

Organization will post an appropriate vacancy, and fill said vacancy in accordance with Article 29 of the Master Agreement. Out-of-Class work performed while employees are in the Equipment Operator Trainee Classification shall be excluded from the calculations required by this provision. The Employer will not rotate the higher level assignment of employees or equipment for the purpose of circumventing the 113 day rule. This section shall not apply where an employee is assigned to perform the duties of a position in a higher rated classification to replace another employee on an approved leave of absence.

### **Call Outs**

Employees called out to work outside the hours of their assigned shift will be covered by Workers' Compensation Insurance while driving to and from their reporting site in accordance with the provisions of the Pennsylvania Workers' Compensation law.

### **Department of Transportation Standby Time**

It is expressly understood and agreed between the parties that employees are expected to be available for mandatory overtime assignments when a need for overtime arises and insufficient volunteers are available. However, without prejudice to the above, and at the sole discretion of the Employer, those employees who are required to be available for mandatory overtime assignments on Thanksgiving Day, the day after Thanksgiving, December 24th, December 25th, December 31st, January 1st, the Martin Luther King Day holiday and, the President's Day holiday will be placed on standby time to assure their availability for duty.

Standby time assignments will be for a minimum of one full shift. Employees placed on standby time will be notified of the assignment prior to the end of their last scheduled shift before the commencement of the standby time assignment.

If the Employer determines that standby time will be used on any or all of the aforementioned days, employees will be selected for mandatory standby time assignments based on their Master Agreement Seniority, beginning with the most senior employee. Subsequent standby time assignments will be rotated among remaining appropriately classified employees in the equalization unit, according to their Master Agreement Seniority, beginning with the most senior employee with the least number of standby time assignments during the calendar year.

Employees placed on standby time on any of the days designated above, are prohibited from consuming any alcohol whatsoever during the period they are in standby status. Designated standby employees are required to be available for duty in accordance with Article 23 (Standby Time) of the Master Agreement, and all provisions of Article 23 shall continue to be applicable to employees placed on standby time pursuant to this Section.

An employee not placed on standby time on one of the days identified above, shall not be charged with time worked for equalization purposes if he/she is unavailable for an overtime assignment on one of the designated days. Employees will be entitled to double time for all overtime hours worked when they are required to work on one of the designated standby days, but have not been placed on standby time. Employees who cannot be reached for an overtime assignment on one of the designated standby days, will not be subject to discipline for being unavailable if they were not placed on standby time.

### **Department of Transportation Seniority**

The provisions of the Master Agreement will be modified to the extent that Master Agreement Seniority will be used for all purposes by Department of Transportation employees covered by this Appendix. Classification

Seniority will no longer be maintained for Department of Transportation employees covered by this Appendix.

### **Department of Transportation Meal Expenses**

Employees who are required by the Employer to travel outside their assigned County, and at least 15 miles from their normal work site, shall be reimbursed for out of pocket lunch expenses not to exceed \$3.50, including sales tax, provided that the Employer has required them to remain away from their normal work site during their lunch period.

For Department of Transportation employees covered by this Appendix, Article 8, Section 2, of the Master Agreement shall be modified as follows:

If employees are required to work more than two hours beyond their regular shift, they will be allowed a meal period at the end of the initial two hour shift or sooner. In addition, employees will be allowed a meal period for each four hours worked beyond each meal period. If employees work more than two hours after their scheduled quitting time and have not had notice of such work requirement at least two hours before commencement of their regular shift, the Employer shall compensate the employees for a meal in amounts actually expended not to exceed \$8.00. If employees are unable to take their overtime meal period prior to the completion of their work assignment, the Employer shall compensate the employees for the purchase of a meal after the shift, in an amount actually expended not to exceed \$8.00.

Employees shall not be required to indicate time off for meal periods not taken on their daily time records.

The meal reimbursement allowances authorized by this provision shall be granted without requiring receipts or other accounting, however, they are not flat allowances, and only amounts actually expended may be claimed.

### **Department of Public Welfare Meal Expenses**

Department of Public Welfare Employees who are required by the Employer to travel at least 15 miles from their normal work site, shall be reimbursed for out of pocket lunch expenses not to exceed \$3.50 including sales tax, provided that the Employer has required them to remain away from their normal work site during their lunch period.

### **Contracting of New Highway Construction and Reconstruction**

It is expressly understood and agreed between the parties, except as otherwise agreed in writing, that the provisions of Article 43 do not apply to new construction or reconstruction contracts (as specifically agreed and defined by the parties). This provision shall not be construed to exempt work performed by other bargaining units (other than Maintenance and Trades) from the provisions of Article 43.

### **Department of Transportation - Tunnel Maintainers and Tunnel Electricians**

This Section shall apply to all non-supervisory Tunnel Maintainers and Electricians employed by the Department of Transportation in the Fort Pitt, Squirrel Hill, and Liberty Tunnels.

1. The Employer will give due consideration to the safety of employees when scheduling tunnel maintenance operations, especially during periods of higher than normal traffic volume generated by sports or entertainment events.
2. The Employer agrees to meet and discuss with the local Union on safety concerns related to tunnel operations on an as needed basis. Any agreements

reached as a result of the referenced meet and discuss sessions will be incorporated into this Section.

3. When an Electrician is assigned to perform monitoring duties in the Liberty Fan House, he/she will not be removed and replaced by a foreman in non-emergency situations.
4. In non-routine circumstances, an additional employee may be assigned to work with the primary Electrician for the purpose of providing necessary assistance. In the event no additional Electricians are on-duty and available to provide back-up assistance, a Tunnel Maintainer may be assigned to provide back-up assistance, and to assist in the performance of any associated non-electrical work. Or alternatively, an additional employee will be instructed to check-in with the assigned Electrician on a regular basis throughout the course of the assignment.
5. All continuous re-lamping operations will be performed with three assigned Electricians, subject to the availability of the required staff. When the required number of Electricians are not available, the Employer will secure the additional staff.
6. In conjunction with special events, holiday periods, or other periods of significantly higher traffic volume, the employer will continue to give due regard to the safety of employees and the motoring public when making work assignments. When work must be performed during periods of significantly higher traffic volume, the Employer will take all precautionary measures required by DOT publication 203. Foremen assigned to work during periods of significantly higher

traffic, shall have the discretionary authority to make appropriate work-zone adjustments to protect the safety of employees.

7. During periods of severely inclement weather, or periods when special events are generating significantly higher traffic volume, assigned Tunnel Maintainer IIs shall have the discretion to call-out or hold-over a rank & file Tunnel Maintainer, provided the Tunnel Maintainer II first attempts to contact Tunnel Management. In the event the Tunnel Maintainer II is unable to reach Tunnel Management, and a determination has been made that additional staff are required, the Tunnel Maintainer II will notify Tunnel Management as soon as possible and explain the rationale for his/her decision. This provision is not intended to imply that Department of Transportation Management has abrogated the right to scrutinize the decisions made by the Tunnel Maintainer II's on a case-by-case basis or to take appropriate corrective action to address problems.
8. The Employer will periodically provide for the monitoring of the air quality in the tunnels, or install a functional air quality monitoring systems at the various tunnel work-sites. In the event a problem with the work-environment air quality is discovered, the Employer will notify assigned employees and immediately undertake appropriate corrective measures consistent with the magnitude of the problem identified.
9. The Employer shall make available, without charge to the employees, all appropriate medical tests necessary to ensure the health of employees is not inordinately



adversely affected by any toxins or contaminants which may be inherent in the tunnel work-environment. The Employer will meet and discuss with the local Union regarding the specific medical tests to be offered. In the event any such work-environment related health problems are identified, the Employer will immediately develop and implement a program of annual retesting of affected employees to ensure that any problems identified are not unduly exacerbated.

10. Notwithstanding unavoidable operational constraints, the Employer will cooperate with Union initiated arrangements for independent environmental testing of the tunnel work-sites.
11. Tunnel Maintainers and Tunnel Electricians required to work through their meal periods will be treated as 40 hour per week employees for the purposes of earning pay and benefits.

### **Transfers**

Department of Transportation, Fish and Boat Commission, and Department of Public Welfare employees desiring to transfer to a position outside their current seniority unit, but in the same classification they currently hold, may submit requests on an annual basis. Employees desiring to submit transfer requests must submit their requests to their personnel officer post marked no later than February 15th each year. All requests will be purged at the end of each year. Copies of the requests will be furnished to AFSCME Council 13 upon request.

When the Employer deems it necessary to fill a vacancy, and there are no seniority claims to the vacancy being filled, all transfer requests will be considered. Transfer requests will not be denied for reasons that are arbitrary or capricious.

Denials of transfer requests shall be grievable in the appropriate grievance procedure, but shall not be arbitrable.

### **Public Welfare Hours of Work**

Employees whose work schedules are 5 out of 7 or 10 out of 14 in the Department of Public Welfare who are scheduled to work and do work more than eight consecutive days or more than two consecutive weekends shall be paid at 1.25 times the employee's regular hourly rate of pay for hours worked on the ninth and subsequent consecutive scheduled days or on the third and subsequent consecutive scheduled weekends. An employee will be considered to have worked a weekend if at least one-half of a shift is scheduled and worked in the period from 6 a.m. Saturday to 6 a.m. Monday. Scheduled days off which are worked or not worked shall be considered days off in the computation of the eight consecutive days and more than two consecutive weekends referred to in this section. If an employee is eligible concurrently for overtime premium under the Master Agreement, the employee shall be paid at the higher appropriate rate.

Local scheduling agreements presently in existence or those agreed to in the future between the Employer and the Union will supersede the requirements of this section.

There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this agreement for the same hours worked.

### **DCNR and DEP Meal Expenses**

A Department of Conservation and Natural Resources and the Department of Environment Protection employee who is required by the Employer to travel 15 miles or more from the employee's work site and whose work assignment requires that the employee remain away from said office work site during the employee's normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to

exceed \$3.50 including sales tax. If the employee is required to travel 15 miles or more to a construction work site, the employee shall be granted lunch expenses not to exceed \$3.50 including sales tax; provided, however, that the construction work site must be 15 miles from the employee's home.

The allowances for subsistence require no receipts or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

### **DCNR Call Time**

Employees in the Department of Conservation and Natural Resources when called in to fight forest fires shall be guaranteed two hours' work on a portal-to-portal basis.

### **DCNR Topographical Maps**

Existing maps and diagrams showing underground cables, water shut-offs, and other pertinent maintenance information will be made available to maintenance personnel at each work site to assist them in performing their jobs more efficiently and safely.

### **Meal Allowance**

The Employer agrees to reimburse all employees on community assignment with patients/residents when they travel off grounds in accordance with the appropriate expense regulations for the number of meals the employee would have received had the employee remained at the institution. In Public Welfare, when an employee is required to take patients/residents out of the institution over a meal period and a packed meal is provided for the patient/resident the employee will be provided with a similar meal.

### **Fish and Boat Commission Meal Expenses**

An employee transporting fish for stocking who works at

least two hours past the employee's scheduled quitting time and who travels at least 50 miles from both his residence and headquarters will be reimbursed up to \$10.25 for the cost of meals obtained during the employee's initial ten hours of work. The employee shall also be reimbursed for the cost of meals up to \$6.50 for half or more of each additional six-hour period spent in the travel assignment.

Employees of the Fish and Boat Commission's Division of Construction and Maintenance Services, who are required by the employer to travel at least 15 miles from their headquarters, as measured by the shortest regularly traveled route, and whose work assignment requires that they remain away from their headquarters during their normal lunch period; shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50 including sales tax. These allowances for subsistence require no receipts or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

### **Game Commission Meal Expenses**

Employees who are required by the Employer to travel at least 15 miles outside their assigned county, shall be reimbursed for out of pocket lunch expenses not to exceed \$3.50 including sales tax, provided that the Employer has required them to remain away from their normal work site during their lunch period.

### **Game Commission Portable Radios**

Each employee in the Game Commission will be provided with a portable radio when assigned to work alone. It is expressly understood and agreed between the parties that the Game Commission shall implement this provision prior to July 1, 1994. During the implementation period the Game Commission will assign employees to work with other employees wherever possible.

## **Essential Employees**

The Employer agrees to notify the Union of the classifications in this bargaining unit by Agency deemed essential and which would be required to work at times when other Commonwealth employees are excused from work.

## **Unsafe/Illegal Assignments**

Under no circumstances will an employee of any agency be required or assigned to engage in any activity involving dangerous conditions of work, or danger to person or property, where such danger is not an anticipated part of the normal and expected responsibilities and risks of the jobs in question.

Employees will not be required or assigned to engage in any activity in violation of applicable statutes or court orders, or any government regulations relating to safety of person or equipment. This provision shall apply to all agencies except the Department of Transportation, which is covered separately by the Dangerous Conditions Provision of this Appendix.

## **Miscellaneous**

Where the local Union and Management reach a written resolution to a local problem, such resolution will remain in effect until either party indicates to the other in writing its wish to modify or cease the practice. The parties may then meet and discuss to attempt to resolve the matter. Any resolution must be compatible with the provisions of the Agreement.

## **APPENDIX H**

### **CLERICAL, ADMINISTRATIVE, AND FISCAL UNIT**

#### **Cash Responsibility**

Any employee handling cash shall be held responsible for any shortage (cash or cash equivalent) provided:

1. Each employee is given an individual cash drawer or its equivalent and is the only employee empowered to add or remove cash from said drawer or its equivalent.
2. The key with which to lock the cash drawer or its equivalent is made available to the employee for use when the cash drawer or its equivalent is unattended.
3. Each employee is given the opportunity to count the cash at the beginning and close of the shift.

#### **Meal Expenses**

Employees who are required by the Employer to travel at least 15 miles from their normal work site as measured by the shortest regularly traveled route and whose work assignment requires that they remain away from said normal work site during their normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50, including sales tax. These allowances for subsistence require no receipts or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

#### **Notification of Absence**

In the event that illness or any other situation requires the employee's absence from scheduled work, the employee will

notify the immediate supervisor or any other individual designated by the Employer of the impending absence. If the immediate supervisor or designated individual is unavailable, notification to any available supervisor at the work site will suffice. This notification shall take place within the time period established at the local and/or agency level and receipt of such notice shall not imply approval of the leave requested.

### **Travel Time**

Employees who are required to travel between 25 miles and 49 miles as measured by the shortest regularly traveled route from their home or headquarters to a field work site shall be granted one-half hour travel time in each direction.

Employees who are required to travel between 50 miles and 99 miles as measured by the shortest regularly traveled route from their home or headquarters to a field work site shall be granted one hour travel time in each direction.

Employees who are required to travel more than 100 miles as measured by the shortest regularly traveled route from their home or headquarters to a field work site shall be granted an additional one hour's travel time in each direction, for each additional 50 miles traveled.

Hours of work for employees, if required by the Employer to travel to and from the work site by transportation provided by the Employer, shall commence at the time of embarkation and shall cease at the time of debarkation.

### **Labor-Management Committees**

Labor-Management committees at the agency/local level shall meet at the request of either party at mutually convenient times. The party requesting the meeting shall provide a tentative agenda for discussion. The Employer will establish, at the conclusion of the meeting, a time frame for a

timely response to the Union with regard to the recommendations discussed during the meeting. It is understood that different issues may have a different time frame for response. Management will attempt to issue a full response to all issues raised through the meet and discuss process within thirty working days from the date all necessary information has been exchanged on specific issues. If a full response cannot be issued within that time frame, an interim response will be issued during the thirty working day time period. Either party may request an extension of the time frame. After consideration of the Union's recommendations, the Employer will also implement whatever action it deems appropriate, if any.

Unless otherwise agreed, Department of Transportation Clerical, Administrative and Fiscal Bargaining Unit members will not be required to meet in conjunction with other AFSCME represented members.

### **Emergency First-Aid Services**

The Employer shall, upon request of the Union, meet and discuss concerning the providing of emergency first-aid services, first-aid kits, first-aid training and ambulance services at various work sites. As supplies from Employer-provided first-aid kits are exhausted, replenishment from available stock shall be made within a reasonable period of time, upon request of the Union.

### **Job Postings and Promotions**

While not required by Article 29, Section 4 of the Master Agreement, many Commonwealth agencies post a brief job description of the vacant positions when complying with the Section 4 posting requirement. If such a description is included on the posting, the Employer shall attempt to avoid the use of overly technical jargon in describing the duties to be performed.



In instances where questions arise regarding the Employer's action in (1) promoting employees within the Clerical, Administrative and Fiscal Bargaining Unit under the procedures specified in Sections 5 and 6 or Article 29 of the Master Agreement, or (2) working employees out of classification within the Clerical, Administrative and Fiscal Bargaining Unit under the provisions of Article 27, Section 3 of the Master Agreement, the Employer, upon written request from the appropriate Local Union President or designee, shall provide the name of the person promoted or working out of class.

### **Personnel Files**

The Employer agrees to meet and discuss at the request of the Union at the agency level concerning procedures by which personnel files will be available for inspection by employees as provided in Section 11 of Article 35.

### **Training**

The parties agree employees in classifications covered by this Appendix shall not be expected to train Managers or Supervisors in the performance of managerial and supervisory duties for extended periods of time. This provision is not to be construed to prevent Managers or Supervisors from observing, questioning or reviewing the work practices, procedures, or performance of employees or where necessary, carrying out the functions and programs of the Employer.

The parties also recognize an employee covered by this Appendix may need some on-the-job training that can only be acquired from other employees covered by this Appendix. However, such employee assignments shall be made subject to management's responsibility to maintain efficient operations and should not be routinely performed for extended periods of time. This section shall not be construed so as to prevent an employee in classifications covered by this

Appendix from training for the purpose(s) of illustrations, lending an occasional hand and/or in emergency situations. The appropriate forum for incidents which are inconsistent with this principle shall be labor-management committee meetings under Section 8 of Article 35. Upon request of the union, an agency-level labor-management meeting shall be held for the purpose of discussing issues not resolved by the local meeting.

Where employees covered by this Appendix are assigned to develop and/or conduct formalized training sessions, those employees shall be paid 45 cents above their hourly pay rate in effect at the time of the assignment for all hours spent developing and/or presenting such training.

### **Video Display Terminals**

Upon request of the Union, health and safety issues concerning the operation of current VDT equipment/furniture will be addressed through the local meet and discuss process.

The Employer will give preference to ergonomics when economically practical in purchasing future and/or updating current VDT equipment/furniture. Before any VDT equipment/furniture is purchased the Local Union will be notified. Upon request, the Employer agrees to meet and discuss with the Union at the local level to review and assess VDT equipment/furniture purchasing issues. Any purchasing decisions will be made by the Employer in accordance with Article 2, Sections 1 & 2.

### **Intermittent Clericals**

The letter of agreement between the Bureau of Labor Relations and Council 13 concerning Intermittent Clerical employees in the Department of Labor and Industry shall remain in effect.

## **Hearing Stenographers**

The letter of agreement between AFSCME and the Commonwealth concerning Hearing Stenographers in the Department of Labor and Industry shall remain in effect.

## **Stress Impact Payment**

Lump sum stress impact payment of \$17.50 per quarter to be paid each Department of Corrections, Department of Education or Department of Probation and Parole full time CAF Unit employee covered by this Appendix, who works solely inside the perimeter of a correctional institution and, who is in a compensable status as of the first day of the quarter, when in the preceding quarter, the entire system, Department of Public Welfare and Corrections, exceeds 110% of rated capacity.

Institutions of the Department of Corrections which open on or after July 1, 1992, will not be included in the calculation to determine whether or not the entire system, Department of Public Welfare and Corrections exceeds 110% of rated capacity until the new institution, itself, exceeds 110% of rated capacity.

Employees employed at institutions of the Department of Corrections which open on or after July 1, 1992 will not be eligible for stress impact payment until the institution in which they work exceeds 100% of rated capacity on the first day of the calendar quarter.

Effective July 1, 1997, the quarterly stress impact payment is eliminated.

## **APPENDIX I HUMAN SERVICES**

### **Hours of Work**

Irregular scheduling is permitted only in an activity where historically such scheduling has been done on a regular or seasonal basis. Problems of irregular scheduling may be submitted to local labor management committees for possible resolution.

Full-time employees engaged in seven-day operations who are scheduled to work and do work more than eight consecutive days or more than two consecutive weekends shall be paid at 1 1/4 time the employee's regular hourly rate of pay for hours worked on the ninth and subsequent consecutive scheduled days or on the third and subsequent consecutive weekends. An employee will be considered to have worked a weekend if at least one-half of a shift is scheduled and worked in the period from 6 a.m. Saturday to 6 a.m. Monday. Scheduled days off which are worked or not worked shall be considered days off in the computation of the eight consecutive days and more than two consecutive weekends referred to in this section. If an employee is eligible concurrently for overtime premium under the Master Agreement, the employee shall be paid at the higher appropriate rate.

Local scheduling agreements presently in existence or those agreed to in the future between the Employer and the Union will supersede the requirements of this section.

There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked.

This section shall not apply to employees who are covered by the provisions of Article 33, Special and Part-Time Employees of the Master Agreement.

## **Holidays**

An employee who is scheduled to work on a holiday and is absent for an unauthorized reason on that day shall not be eligible to receive the holiday, holiday pay, or compensatory time off.

In those Mental Retardation Centers of the Department of Public Welfare where the policy of bunching the four minor holidays now exists and in those Mental Retardation Centers where the policy of bunching is implemented in the future, the administration of each institution will meet and discuss with the Union prior to the scheduling of such holidays.

The compensatory time awarded employees of the Department of Public Welfare, Department of Military Affairs and Department of Labor and Industry for working the scheduled holidays shall not be pre-scheduled, but the employees will be permitted to use the compensatory time within 45 days succeeding the designated holiday. If such scheduling is not possible, the scheduling period shall be extended 45 days, regardless of calendar year. The employees may select the day on which they shall utilize their compensatory time provided they have given the Employer three weeks notice and the Employer will respect the requested selection time as long as it is not detrimental to the efficiency of the operation. Requests for such compensatory time which are submitted less than three weeks in advance may be approved at the sole discretion of the Employer.

If the employee makes no attempt to schedule the earned paid time off or the Employer is not able to approve the date(s) requested by the employee within the 90-day period succeeding the holiday, the Employer, at its option, will either schedule the time off within the next 45 days or compensate the employee at the employee's regular hourly rate of pay.

Available compensatory time may be used by the employee for an emergency.

## **Overtime**

For the purpose of assigning overtime within a classification, there shall be seven units of employees as follows unless there are local agreements on other applicable units:

1. Dietary - each kitchen with its adjoining dining room(s).
2. Housekeeping - the housekeeping unit at each institution.
3. Laundry - each individual laundry complex.
4. Clinical Unit - clinical employees under the direction of first-level management except where the local Union and Management agree through meet and discuss to some other method.
5. Vocational Adjustment - a unit at each institution except where the local Union and Management agree through meet and discuss to some other method.
6. Therapeutic Recreation - a unit at each institution except where the local Union and Management agree through meet and discuss to some other method.
7. Occupational Therapeutic - a unit at each institution except where the local Union and Management agree through meet and discuss to some other method.

The above, where applicable, relates to the Departments of Education, Health, Military Affairs and Labor and Industry.

## **Scheduling Leave**

Because of the nature of the operational requirements which effect the scheduling of paid time off for employees

of this bargaining unit, the parties agree that it is necessary to clearly define the priorities by which such leave shall be scheduled.

It is therefore agreed that within the scheduling unit, the first priority shall be given to vacation requests submitted during the annual selection period in accordance with Article 13, Section 3.

When an employee submits a request for leave during the selection period and the Employer becomes aware prior to the end of the selection period that the leave request cannot be approved, the employee, at that time, will be notified of the disapproval so another selection may be made.

It is further agreed that after the "master" vacation schedule is approved and posted, should there be days remaining on which operational requirements would permit the granting of additional time off, or should other days become available as a result of vacation cancellations, the following scheduling method will be employed:

- a) Requests for personal, holiday, compensatory leave and/or annual leave not scheduled during the selection period will be acted upon by Management as received (with equal priority) and scheduled on a "first-come, first-served" basis except as provided in Article 11, Section 6 of the Master Agreement. In the event that more requests are received on the same day than can be approved, the employee with the greatest Master Agreement seniority shall be given a choice of leave.
- b) Requests for emergency paid leave will be entertained at any time with the understanding that the employee may be required to substantiate the emergency nature of the request and that further, it may be necessary to reschedule requests of other employees to accommodate the emergency.

This section shall not supersede or replace local resolutions existing or developed provided such resolutions are compatible with the provisions of the Master Agreement.

Upon request of the Union, the local institution personnel officer and/or designee shall meet and discuss with the Union Local President and/or designee on an as needed basis to review issues/problems encountered by employees in the scheduling of annual/personal leave. Unresolved issues/problems are appropriate for agency-level discussions conducted pursuant to Article 35, Section 8.

### **Work Assignments**

If the Employer assigns employees on a temporary basis to a job assignment other than their regular job assignment, but within their job specification, such temporary assignment shall be rotated on a non-discriminatory basis, where the efficient operation of the institution is not affected, among persons within the job classification at the work location.

Where employees are assigned housekeeping duties or duties out of classification or out of their normal work area and are held responsible or liable for their regular duties, and are disciplined for failure to properly perform their regular duties, such employee may appeal through the contract grievance procedure contained in the Master Agreement, to determine if there was just cause for the disciplinary action. If an employee's failure to perform their regular duties is totally due to their obligation to perform these other duties or assignments, that failure will not constitute just cause for discipline.

### **Meal Expenses**

When the employee is required to take patients/residents/inmates out of the institution or to shop off grounds for the patient/resident/inmate over a meal period, the employee



will be provided with a meal similar to that provided the patients/ residents/inmates, or will be compensated for a meal in the amount not to exceed \$7.75 including sales tax. In addition, the employee shall be compensated for the money expended on a meal for the patient/resident/inmate. These allowances for subsistence require no receipt or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed. Upon request, an employee shall be entitled to reasonable cash advancements to offset expenses incurred in the transportation of patients/residents/inmates as provided for above. However, the employee must submit a travel expense voucher after-the-fact with the appropriate receipts attached to account for all cash advancements.

Employees of the Health Department classified as Licensed Practical Nurses, Public Health Assistants, or Public Health Dental Hygienists who are required by the Employer to travel at least 15 miles from their normal work site as measured by the shortest regularly traveled route and whose work assignments require that they remain away from said normal work site during their normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50. This allowance for subsistence requires no receipt or other accounting. However, it is not a flat allowance and only amounts actually expended may be claimed.

### **Labor-Management Committees**

Labor-management committees at the agency level shall meet at the request of either party at mutually convenient times. Labor-management meetings at the local level shall continue on their present schedule.

Agencies will furnish each institution with a copy of a summary of any statewide meetings.

## **Directives**

The Employer will provide Council 13 with a copy of all agency directives pertaining to conditions of employment for employes in this unit.

The Employer shall also provide the Local President at the respective institution with a copy of institutional directives pertaining to conditions of employment for employes in this unit.

## **Staff-Patient Ratio Safety**

Although ultimate determination of staff/patient ratios is the prerogative of the Employer, it is agreed that a labor/management committee shall be established at the local level to meet and discuss over Union concerns/recommendations regarding staffing issues.

Appropriate areas of discussion for the local labor/management committee shall include but are not limited to policies and programs of the Employer that affect the safety of unit employes.

Recommendations the Union may make in regard to staffing that would not result in increasing existing complement or increased costs to the Employer shall not be unreasonably denied.

If job assignments are deemed by the Union to be jeopardizing the safety of employes, the Union, at that time, may invoke the grievance procedure. The Union may process to arbitration such safety grievances initiated under any of these procedures in accordance with the requirements of the respective grievance procedure.

The appropriate forum for resolving disputes arising under this section that are not individual/group safety grievances shall be an agency-level meet and discuss session.

## **Cash Responsibility**

Any employe handling cash shall be held responsible for

any shortages (cash or cash equivalent) provided:

- 1) Each employee is given an individual cash drawer or its equivalent and is the only employee empowered to add or remove cash from said drawer or its equivalent.
- 2) The key with which to lock the cash drawer or its equivalent is made available to the employee for use when the cash drawer or its equivalent is unattended.
- 3) Each employee is given the opportunity to count the cash at the beginning and close of the shift.

### **Miscellaneous**

Where the local Union and Management reach a written resolution to a local problem, such resolution will remain in effect until either party indicates to the other in writing its wish to modify or cease the practice. The parties may then meet and discuss to attempt to resolve the matter. Any resolution must be compatible with the provisions of the agreement. The expiration date of a written resolution may be a date other than the expiration date of the Master Agreement.

### **Employer Required Tests, X-rays and Medical Examinations**

The Employer shall provide without charge to the employee all tests, x-rays and medical examinations required by the Employer. These tests, x-rays and examinations shall be scheduled on an employee's regular scheduled work day where possible and where not possible, such time will be considered hours worked.

All information pertaining to the above, including test results, shall be treated in a confidential manner and disseminated in accordance with established regulations.

## **Behavior Anticipation and Patient Control**

Upon request by the Union, the Employer and the Union agree to meet and discuss concerning training of employees. A joint labor-management committee shall be established to accomplish this in Corrections, Military Affairs, Labor and Industry and individual program offices, i.e. OMR, OMH, OCYF within DPW to review the training needs for employees who deal directly with inmates/patients/residents in inmate/patient/resident behavior anticipation and patient control. Such discussions will specifically include issues relating to training requirements, the types of training and techniques utilized to train staff, the frequency of training to be provided, and the compensation if any, for any Human Services unit employees who are directed to conduct the training. The Union will provide a proposed agenda to the designated Employer representative at least two (2) weeks in advance of the scheduled meeting date.

Employees who deal directly with patients/residents/clients who are known to act out shall be so advised by the Employer, where the Employer determines that such knowledge is necessary for the employee's safety.

## **Prevention and Treatment of Communicable Diseases**

Within 48 hours, the Employer shall notify employees of institutions about patients/residents/inmates with whom they might have contact who have been diagnosed as having or who may reasonably be suspected of having a communicable disease or illness. Reasonable and appropriate preventive measures and treatment techniques shall be implemented. For the purpose of this Article the Union agrees that the current Pennsylvania Department of Health Regulations, Annex A, Title 28, HEALTH AND SAFETY, CHAPTER 27, COMMUNICABLE AND NON-COMMUNICABLE DISEASES, shall apply for the purpose of identifying such diseases. The requirements of this paragraph,

as they relate to patients/residents/inmates carrying the human immunodeficiency virus (HIV), will be implemented in accordance with the provisions of Act 1990-148.

Pursuant to existing Commonwealth policy, employees who provide direct patient care will be considered to be "individual health care providers" for purposes of implementing the provisions of Act 1990-148 and M.D. 505.26, AIDS and HIV infection in the Workplace.

Hepatitis B vaccinations will be made available to employees whose work responsibilities place them at a potentially high risk of acquiring Hepatitis B. Identification of "potentially high risk" employees will be made in accordance with the guidelines from the Centers for Disease Control. Other employees may individually request the vaccine, in which case the respective facility Infection Control Coordinator will review the request and, within ten (10) working days of the request, notify the employee whether the vaccine will be provided. The criteria used for review by the Coordinator will be whether the specific job duties of the involved employees have placed them at a potentially high risk of acquiring Hepatitis B. The Coordinator's decision may be grieved but will not be overturned unless found to have been arbitrary or capricious.

Grievances arising under this section may be submitted directly to the Joint Area Committee of the grievance procedure.

Issues related to the prevention and treatment of communicable diseases are appropriate subjects for the agency-level health and safety committees established pursuant to Article 39, Section 2.

### **Transportation**

The Employer agrees within 30 days of the effective date of this agreement to meet and discuss with the Union concerning the development or review of existing policies cov-

ering the transportation of residents/clients/patients.

The purpose of this meeting is to provide the Union an opportunity to give input into the development of the policy. If a dispute arises during the course of these discussions which impacts on the health and safety of employees, then those issues may be submitted by the Union for review to a committee comprised of Council 13, the Agency and Office of Administration.

If concurrence of the policy has not occurred at the committee level, then the Union may invoke the grievance procedure once the policy is implemented.

The parties recognize that some employees may be assigned duties that will require possession of a Commercial Driver's License (CDL). The Employer will provide training, if necessary, to assist employees in obtaining a CDL when possession of such license is required to allow the employee to carry out their assigned duties.

### **Career Development - Joint Committee**

A labor/management committee shall be established at the agency level to meet and discuss concerning career ladders for employees in the Human Services Unit.

The purpose of this committee is to provide the Union an opportunity to give input into the development of policies dealing with career ladders. Due consideration shall be given to all meaningful suggestions made by the Union.

### **Stress Impact Payment**

Lump sum stress impact payment of \$17.50 per quarter to be paid each Department of Corrections, Department of Education or Probation and Parole full-time Human Services unit employee covered by this Appendix who works solely inside the perimeter of a correctional institution and who is in a compensable status as of the first day of the quarter, when in the preceeding quarter, the entire

system, Department of Public Welfare and Corrections, exceeds 110% of rated capacity.

Institutions of the Department of Corrections which open on or after July 1, 1992, will not be included in the calculation to determine whether or not the entire system, Department of Public Welfare and Corrections, exceeds 110% of rated capacity until the new institution, itself, exceeds 110% of rated capacity.

Employees employed at institutions of the Department of Corrections which open on or after July 1, 1992 will not be eligible for stress impact payment until the institution in which they work exceeds 100% of rated capacity on the first day of the calendar quarter.

Effective July 1, 1997, the quarterly stress impact payment is eliminated.

## **Overtime - Public Welfare**

### **Section 1. Voluntary Overtime**

The Employer will attempt to equalize overtime during each one-half calendar year between or among the employees within the same job classification within each equalization unit who have previously stated in writing a willingness to accept overtime assignments. When the need for overtime occurs, the Employer shall first seek to obtain volunteers for the performance of the overtime work among those employees who have stated a willingness to work overtime. For an employee to be considered for voluntary overtime, the employee must submit a written statement of willingness to work such overtime prior to the beginning of the equalization period. An employee who does not submit such statement shall be considered equalized for the period regardless of voluntary overtime opportunities offered or worked. An employee who withdraws the written statement of willingness to work overtime after the beginning of the six-month

equalization period shall be considered equalized at the end of the equalization period. An employee who enters an equalization unit after the beginning of the equalization period shall notify the Employer, in writing, of willingness or unwillingness to work voluntary overtime. Should the employee indicate that the employee is willing to work voluntary overtime, the employee shall be credited for equalization purposes, with an amount of overtime equal to the maximum amount of worked and credited overtime held by an employee in the same classification in the equalization unit on the date of notification. Should an employee indicate an unwillingness to work voluntary overtime or fail to notify the Employer of a choice in writing, the employee shall be considered equalized during the period in question.

An employee declining overtime shall be credited with the overtime worked by the employee accepting the overtime for equalization purposes. Employees may be passed over in order to comply with the equalization requirements. For the purposes of voluntary overtime equalization, an employee who is not available for an overtime opportunity shall be credited with the amount of overtime worked during the period of non-availability. Employees shall be considered unavailable if they are on an unpaid or paid leave status (not including holidays) or if they are not able to be reached by telephone. Employees who are not available because they are working for the Employer during the period in which the overtime opportunity occurs shall not be credited with the overtime worked during that period.

Employees who work a voluntary overtime assignment will not be mandated to work overtime for a period of 48 hours except in the case of an emergency. For the purpose of this section, the 48-hour period shall commence at the end of the voluntary overtime assignment.

Volunteers shall not impose conditions on their voluntary assignment. Employees working overtime shall be assigned



where the Employer determines the overtime need exists.

Lists showing accumulations of voluntary overtime within each equalization unit during the preceding six-month period shall be posted every six months. Such lists shall include only those employees who have stated in writing their willingness to work voluntary overtime. Employees who rescind their statement of willingness to work voluntary overtime during the equalization period shall be considered equalized for the equalization period. Employees on voluntary equalization lists who refuse offers of voluntary overtime assignments on five consecutive occasions during the equalization period shall be removed from voluntary overtime status and shall be considered equalized for that period.

Lists showing accumulation of overtime within each equalization unit shall be posted at a Central location within each building at each institution on a monthly basis. It is understood these lists are for informational purposes only and shall not be the basis for filing a grievance concerning overtime equalization. The local institution personnel officer and/or designee shall meet with the local Union president and designee on a regular basis to review these lists in an attempt to ensure opportunities for overtime are being equalized. The frequency of the meetings shall be determined in local level labor management discussions.

At those facilities where disputes arise regarding whether employees have been contacted for appropriate overtime opportunities, the personnel officer and/or designee shall meet with the local Union president and designee to attempt to agree on a method or methods of verifying that employees are contacted for appropriate overtime opportunities.

## **Section 2. Mandatory Overtime**

In the event there is an insufficient number of volunteers,

the Employer shall have the right to assign overtime work on a non-volunteer basis within classification only. Such mandatory overtime shall be assigned in the following manner:

a. The Employer shall maintain a list, in seniority order, of all employees (including those who have expressed a willingness to accept overtime assignments) in the same job classification within each equalization unit. Mandatory overtime shall be assigned to the least senior employee on said list who has not had a mandatory overtime assignment. Once an employee has been assigned overtime on a mandatory basis, such employee shall not be assigned mandatory overtime until all employees above that employee on the list have either been excused by the Employer or have been assigned mandatory overtime regardless of the number of hours worked or the length of time between mandatory overtime assignments. Such mandatory lists shall be posted for employee information at an appropriate location within the equalization unit.

b. Once each employee whose name appears on the list provided for in a. above has been assigned mandatory overtime, the process shall repeat itself.

c. There shall be no requirement to equalize overtime which is assigned on a mandatory basis. Mandatory overtime assignments shall not be included in the hours which the Employer is required to equalize in accordance with the provisions of Section 1 above.

d. In the event an employee cannot be reached to be informed of the mandatory overtime assignment, the Employer has the right to assign such mandatory overtime to the next employee on the list. However, when the next mandatory overtime assignment occurs, the Employer shall assign such mandatory overtime to the employee(s) previously passed over.

e. In the event a mandatory assignment is made and the employe who has been mandated to work requests to be excused, the Employer will make a determination whether the request is approved or disapproved. If the excuse is accepted, the Employer will mandate the next employe on the list. However, when the next mandatory assignment occurs, the Employer shall assign the employe previously excused.

f. In the event a mandatory overtime assignment occurs within 48 hours of the time during which the next employe on the mandatory list has worked voluntary overtime, such employe will be excused from the assignment and the next employe on the list who has not worked voluntary overtime within the last 48 hours will be assigned. When the next mandatory assignment occurs, the Employer shall assign the employe previously excused unless the employe has again worked voluntary overtime during the preceding 48 hours.

g. Employes working overtime will be assigned where the Employer determines the overtime need exists.

h. Employes entering established equalization units shall be placed on the mandatory overtime list provided for in Section 2a in seniority order. Such employes will be credited with a number of mandatory overtime assignments equal to the lowest number credited to any employe in the mandatory overtime equalization unit.

### **Section 3. Equalization Unit Agreements**

a. Equalization units may be changed by written agreement of the parties. If either party requests a change to an established equalization unit, the matter shall be discussed at labor-management meetings at appropriate local levels. If agreement is not reached, either party can request that an unresolved equalization unit issue be submitted to a

committee consisting of representatives of the Union and representatives of the Office of Administration and the department. After a period of 45 days from the date of the request to submit the unresolved issue to the committee, either party can request that an unresolved equalization unit issue be submitted to an arbitration panel. The arbitration panel shall consist of one Union staff member, one staff member of the department, and one impartial arbitrator jointly selected by the parties.

b. If a grievance arises over equalization of overtime based on actions taken by the Employer prior to the date of an agreement or an arbitration award establishing the applicable equalization unit, an arbitrator shall not award back pay to an employee due to the Employer's use of the incorrect equalization unit for the equalization of overtime.

c. Written local agreements concerning equalization units presently in existence shall continue subject to the expiration provisions in each local agreement. All such agreements and revisions thereto require the approval of the appropriate local Unions and District Council, Superintendents or designee and DPW Bureau of Labor Relations.

#### **Section 4. Equalization Units**

If agreement is not reached on an equalization unit and if neither party requests arbitration, the following equalization unit(s) shall apply:

a. All employees in the same classification who report to or are supervised by the same first-level of management, or designee, by shift and by organizational area. Organizational areas will be designated at the sole discretion of Management and shall be identified at the beginning of the equalization period.

b. For those overtime assignments which require even minimal training periods, overtime will be equalized only

among those employees in the classification who are capable of performing the assignment without training.

c. Overtime involved in specialized functions will be limited to the employee(s) assigned to that particular function.

### **Section 5.**

Nothing in this Agreement shall require the Employer to accept as a volunteer or to assign mandatory overtime to an employee where the employee would be entitled to double time for such overtime work.

### **Section 6.**

The requirements of Sections 1, 2 and 4 above shall be superseded by any procedure mutually agreed upon in writing by the Employer and the Union at an agency, institutional or local agency level. Such local agreements must be approved by the Local Union, the appropriate District Council, superintendent or designee and DPW Bureau of Labor Relations.

### **Section 7.**

For purposes of Sections 1 through 6 above, seniority shall be Master Agreement seniority.

### **Section 8.**

Sections 1 through 7 above supersede Article 20, Section 5 of the Master Agreement.

## **APPENDIX J**

### **TECHNICAL SERVICES UNIT**

#### **Travel Expenses**

Travel expenses shall be paid in accordance with the Commonwealth's existing Travel Expense Regulations.

The travel headquarters for Field Construction Inspectors assigned to construction project sites will not be changed during the life of the current collective bargaining agreement.

The Commonwealth will continue to pay mileage at the appropriate rate for necessary travel between construction project sites.

Employees who are required by the Employer to travel 15 miles or more from their work site and whose work assignment requires that they remain away from said office work site during their normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50, including sales tax. Department of Transportation and General Services employees who are required to travel 15 miles or more to field work sites shall be granted lunch expenses not to exceed \$3.50, including sales tax; provided, however, that the field work site must be 15 miles from the employee's home. Department of Transportation employees who are eligible as set forth above, but are then required to return to headquarters over the lunch period, will remain eligible for the reimbursement. Department of Environmental Protection and Department of Conservation and Natural Resources employees who are required to travel 15 miles or more to construction work sites shall be granted lunch expenses not to exceed \$3.50, including sales tax; provided, however, that the construction work site must be 15 miles from the employee's home. Department of Environmental Protection and Department of Conservation and Natural Resources employees who are eligible as set forth above, but are then required to return to headquarters over the lunch

period, will remain eligible for the reimbursement.

These allowances for subsistence require no receipts or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

### **Travel Time**

Employees who are required to travel between 25 and 49 miles as measured by the shortest regularly traveled route from their home or headquarters to a field work site shall be granted one-half hour of travel time in each direction.

Employees who are required to travel between 50 and 99 miles as measured by the shortest regularly traveled route from their home or headquarters to a field work site shall be granted one hour travel time in each direction.

Employees who are required to travel more than 100 miles as measured by the shortest regularly traveled route from their home or headquarters to a field work site shall be granted an additional one hour's travel time in each direction, for each additional 50 miles traveled or part thereof.

Distances for Department of Transportation employees shall be calculated from the initial point of departure (home or headquarters) to destination point (field work site).

Hours of work for employees, if required by the Employer to travel to and from the work site by transportation provided by the Employer, shall commence at the time of embarkation and shall cease at the time of debarkation.

When a Field Construction Inspector in the Department of General Services decides to move outside the district, travel time and mileage will not apply until he reaches the Geographical Border of the assigned county or the district he is assigned.

When an employee in the Department of Transportation moves outside the district, travel time will not apply until the employee reaches the geographical border of the district the employee is assigned.

### **Posting of Permanent Survey Crew Make-Up**

In the Department of Transportation, listings showing employees who comprise a Permanent Survey Crew shall be posted at convenient work locations. Reassignments will not be made for an arbitrary or capricious reason. The Union shall designate a person to whom a copy of such listings shall be provided by the Employer.

Updated listings shall be posted and a copy given to the Union at periodic intervals.

The parties agree that the make-up of permanent crews will be posted at appropriate locations two weeks prior to the effective date for such crews to begin functioning as a unit unless management is prevented from adhering to this time requirement because of an emergency situation. It is understood that the President of the local involved shall be given a copy of this posting.

### **Availability of Meal and Sanitary Facilities**

In the event the Employer provides transportation to the work site, it will, where feasible, make provisions for transportation to meal and sanitary facilities.

### **Work Assignment**

Field Construction Inspectors employed in the Department of General Services may be assigned outside the district to which they are assigned when the bordering counties are connected or when the assignment is no more than 60 miles from the border into the neighboring district. However, these assignments will not be made for arbitrary or capricious reasons and employees will not be assigned to a district where a furlough is in effect.

Construction Inspectors shall not be required to verify any work that they have not personally inspected.



## **Seasonal Reassignments**

**Section 1.** Seniority application or any other arrangement relative to seasonal reassignments shall be negotiated at the local district office. If no resolution can be reached Section 2, below, will become effective.

## **Section 2. Seasonal Reassignments to Winter Assignments**

When seasonal reassignments are made by the Department of Transportation affecting construction and materials personnel in the Technical Services Bargaining Unit and involving a move of such personnel from construction work to other types of work within the District, the less senior employees based on Master Agreement seniority shall be the first to be reassigned from the classification selected for reassignment; provided, however, that the employees retained on construction have the skill and ability to perform satisfactorily the construction work remaining to be done. At the time such seasonal reassignments are made the senior employees then affected, if qualified, shall be granted preferences from among the assignments then available. This provision shall not be construed to provide bumping rights for any employee. At each job site, permanent employees will not be reassigned before temporary, part-time employees and interns.

During the month of October a labor-management committee meeting will be held at the district level for the purpose of apprising the Union of the projected job situation as it appears at that time.

## **Section 3. Seasonal Reassignments from Winter Assignments**

The following steps will be used for determining the procedure for reassigning construction and materials personnel in the Technical Services Bargaining Unit in the

Department of Transportation from their winter assignments.

- a. A meeting will be held in each Engineering District between appropriate local management officials and local Union officials.
- b. The purpose of the meeting is to agree to a procedure at the local level concerning the reassignment of employes from their individual winter assignments to the jobs such persons shall perform during the next construction period.
- c. The first such meeting at the local level shall be held within 40 calendar days from September 30.
- d. Agreement between the parties at the local level concerning the reassignment shall be realized within 40 calendar days from date of first meeting.
- e. In the event agreement cannot be reached at the local level mentioned in d above, the matter shall be referred to Central Headquarters.
- f. Upon such referral, meetings shall take place between the parties, by representatives chosen by each party, and an attempt shall be made to resolve the matter within 30 days from the date of referral to Central Headquarters.
- g. In the event the matter is not resolved by representatives of Central Headquarters and representatives of the Union in the specified period, the matter shall be referred to the Office of Administration, Bureau of Labor Relations.

- h. Upon such referral to the Bureau of Labor Relations, arrangements shall be made to submit the matter to binding arbitration. Such arbitration shall be placed in an expedited procedure.

### **Expense Accounts**

Expense vouchers that are submitted at the appropriate time and are properly completed and signed shall be paid within six weeks.

Expense accounts that are not received on the designated due date will be processed prior to the succeeding due date. This will apply to vouchers that are submitted within 15 days after the designated due date.

Delays occasioned by situations beyond the jurisdictional control of the Governor or lack of funds shall not be the subject of any grievance.

### **Temporary Reassignments between Seniority Units**

Should the Department of Transportation be required to temporarily assign ten or more employees in a job classification to a new seniority unit to aid in the recovery effort caused by a natural disaster such assignments shall be made in the following manner:

1. Seniority application or any other arrangement relative to temporary assignments between seniority units may be negotiated at the local level. If no resolution is negotiated Section 2, below, will become effective.
2. The Employer will seek volunteers from among the employees in the classification in the District. Volunteers will be chosen beginning with the employee with the highest amount of Master Agreement seniority who has the requisite skill and ability to perform the required work, subject to management's responsibility

to maintain efficient operations. If sufficient volunteers cannot be obtained the Employer will assign employees in the inverse order of Master Agreement seniority whose residence is in the county which is the shortest geographical distance to the temporary work assignment.

### **Safety Committee**

Upon request, a statewide safety committee, consisting of two bargaining unit employees from each Engineering District, shall meet with representatives of the Department of Transportation to discuss safety procedures, policies, and problem areas. An agenda will be submitted in advance to appropriate Department management officials.

The result of safety committee meetings will be implemented as soon as possible, subject to budgetary limitations.

### **Training**

The Commonwealth shall present training programs and review and upgrade programs where feasible with the goal of training interested employees.

Where there is a need to restrict the number of employees for training, interested employees shall be selected on a Master Agreement seniority basis, subject to management's responsibility to maintain efficient operations and/or meet mandated certification requirements.

### **Notification of Vacancies**

The Department of Transportation will notify Technical Services Local Union Presidents of all vacancies within the Technical Services bargaining unit which are posted in accordance with Article 29, Section 4 of the Master Agreement. The Technical Services Local Union Presidents shall be provided with the names of employees who have been awarded promotions within five working days of the filling of the vacancies.

## **APPENDIX K INSPECTION, INVESTIGATION AND SAFETY UNIT**

### **Preparation of Reports**

Employees who are required to make out reports relating to their jobs shall prepare such reports on the Employer's time. The parties, recognizing that in many instances the employees required to make out such reports schedule their own hours, agree that it is not the intent of this paragraph to provide for the extension of the work week which is authorized by the Employer and thereby increase the Employer's overtime liability.

It is the intent of the parties to structure labor-management committee meetings for the purpose of reviewing and/or eliminating required paper work.

Such meetings will be held at least two times a year at the agency level. It is understood by the parties hereto that the final decision for the reduction and/or elimination of required paper work shall be made by the Employer.

Additionally, the parties agree that the Union will provide the Employer with an agenda which shall list the specific proposals to be made for the reduction and/or elimination of required paper work. If such agenda is not provided, the scheduled meeting shall not be held.

### **Credit Cards**

The Employer, at its sole discretion, shall either make credit cards available to those employees who have a valid operational need for such credit cards or shall arrange for employees to bill necessary work-related telephone calls to their office telephone number.

Where the Employer can demonstrate that either credit cards or third party billing privileges have been abused, they shall be immediately withdrawn.

## **Meal Expenses**

Employees who are required by the Employer to travel at least 15 miles from their normal work site as measured by the shortest regularly traveled route and whose work assignment requires that they remain away from said normal worksite during their normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50 including sales tax. These allowances for subsistence require no receipts or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

## **Statewide Labor-Management Committee Meeting**

The parties agree that statewide labor-management committee meetings will be held when there is a problem or situation which impacts on more than one agency which comprises this bargaining unit. These meetings will be held quarterly.

The committee will function on an ad hoc basis with each party selecting their representatives but the total number representing each party shall not exceed 15.

Either side may request such a meeting by submitting an agenda to the Director of Labor Relations of the Office of Administration.

Requests must be made two weeks in advance.

The time and place of the meeting will be determined by discussions between the Union and the management.

The meeting will be chaired on a rotating basis by the designee of the Director of Labor Relations and the representative of the Union.

Labor/Management Committees at the agency or local level shall meet at the request of either party at mutually convenient times. The party requesting the meeting shall provide a tentative agenda for discussions. The Employer will provide a timely response to the Union with regard to

the issues discussed during the meeting. After consideration of the Union's recommendations, the Employer will implement whatever actions it deems appropriate, if any.

### **Personal Property Damage**

In the event an employee who is involved in an undercover assignment or an investigation assignment in the field damages or destroys items of clothing or personal property which are worn by the employee and which are necessary for the performance of such employee's work, the Employer at its discretion shall reimburse the employee for either the value of, or cost of repair of, such clothing or personal property. The condition of the clothing or personal property immediately prior to such damage shall be taken into account in determining its value. The incident giving rise to such claims must be verified and not due to the employee's own negligence.

### **Office Expense**

#### **Department of Environmental Protection**

Employees in the following classifications in the Department of Environmental Protection whose office location is not owned or leased by the Commonwealth shall be paid \$55.00 per month which will compensate the employees for the cost of providing office space and telephone service:

- 71690 Bituminous Underground Mine Inspector
- 71680 Anthracite Underground Mine Inspector
- 71580 Surface Mine Conservation Inspector
- 71810 Oil and Gas Inspector
- 71540 Anthracite Underground Mine Electrical Inspector
- 71550 Bituminous Underground Mine Electrical Inspector
- 71700 Metal & Non-Metal Underground Mine Inspector

## **Department of Labor and Industry**

Safety Inspector Trainees (71060) and Safety Inspectors (71070) in the Department of Labor and Industry will receive a monthly stipend of \$50.

## **Office Equipment**

Where the Employer requires the use of specific office equipment for the conduct of his assigned job duties the Employer shall provide such office equipment.

## **Heart and Lung Act**

Parole agents may receive benefits as provided by the "Heart and Lung Act" (Act 193 of 1935 P.L. 477).

## **Expense Accounts**

Expense vouchers that are submitted at the appropriate time and are properly completed and signed shall be paid within six weeks. Delays occasioned by situations beyond the jurisdictional control of the Governor or lack of funds shall not be the subject of any grievance.

## **Airport Fireman**

The Bureau of Aviation in the Department of Transportation will meet and discuss with representatives of the Airport Firemen on the issue of safety equipment.

The Employer will continue to review the programs presented by the American Association of Airport Executives for Aircraft Rescue and Fire Fighters (ARFF). In addition, the Employer will also entertain employee requests to review other applicable training programs offered by qualified training sources. If management determines the seminar program is educational for the majority of the Airport Firemen, consideration will be given to sending at least one Airport Fireman. This employee would be required to share the contents of the



seminar with other Firemen in a manner and at times mutually agreed upon between the Employer and the employee.

Airport Firemen who obtain Emergency Medical Technician (EMT) certification and were not granted a one step increment in accordance with the July 11, 1991 side letter between the Commonwealth and AFSCME, shall receive a one step increment upon providing proof of current EMT certification. The effective date of the one step increment for the Airport Fireman who is currently EMT certified but not covered by the July 11, 1991 side letter shall be July 1, 1993. For all other Airport Firemen who obtain EMT certification, the effective date for the one step increment shall be the first day of the first full pay period following the date the employee provides proof of EMT certification to the Employer. Employees shall be required to maintain EMT certification in order to continue to be eligible for the one increment differential.

### **Driver License Examiners**

The Commonwealth agrees that Drivers License Examiners who must obtain a Commercial Drivers License (including endorsements) in order to perform their duties with respect to testing drivers will not be responsible for the cost of this license over and above the cost of their Pennsylvania Drivers License provided they use the Commercial Drivers License (and required endorsements) for testing purposes only.

### **Use of Commonwealth Vehicles**

The parties hereto agree that an employee may use a Commonwealth vehicle for legitimate reasons after normal working hours. For purposes of this Agreement, "legitimate reasons" shall not include, among other reasons, the use of this aforesaid vehicle for entertainment or recreational reasons. To be eligible to use a Commonwealth

vehicle after normal working hours, the employee must be required by the Employer to remain away from home after such work hours.

Employees who have Commonwealth vehicles permanently assigned to them or who utilize Commonwealth vehicles on a day-to-day basis shall, if prior approval is secured, be permitted to drive these vehicles home at the end of their work day when, in the opinion of the Employer, such practice will result in the more efficient and economical use of both the employee's time and the vehicle so utilized.

### **Safety Equipment/Work Shoes**

Dog Law Enforcement Wardens (74520) and Large Capacity Weights and Measures Inspectors (70424) in the Department of Agriculture who have been in active pay status at least 200 aggregate working days will be reimbursed up to \$75.00, upon presenting a receipt, for one pair of safety/work shoes. Payment will be on an annual basis as of July 1 of each year.

### **Job Assignments**

The Employer shall give consideration to territory assignments on the basis of seniority where such assignments do not adversely impact on the Employer's right to maintain efficient operations. The Employer further agrees to Meet and Discuss upon request of the Union on the impact of territorial redistribution or adjustments prior to implementation.

### **Uniform Allowance**

a. Employees in the following classifications will receive an annual uniform allowance of \$100.00.

70570 Revenue Enforcement Agent Trainee

70580 Revenue Enforcement Agent

74240 Airport Fireman  
74280 Airport Fireman Shift Leader  
76102 Fire Academy Instructor  
70751 Motor Carrier Enforcement Officer 1  
70752 Motor Carrier Enforcement Officer 2  
G5410 Public Utility Enforcement Officer  
71040 Driver License Examiner

b. The allowance provided for in (a) above will be payable no later than September 30 of each contract year. If an employee has been in active pay status for an aggregate of less than 200 working days during the preceding contract year, the allowance will be prorated. For the purpose of this section, active pay status shall be defined as the items listed in Section 2 of Article 20.

c. Dog Law Enforcement Wardens (74520) will receive the uniform allowance under the side letter between the parties dated June 17, 1987 with the exception that the allowance will be paid on a fiscal year basis instead of a calendar year basis.

### **Notification of Vacancies**

The Employer agrees to send vacancy notices to the homes of any employee in this unit who has seniority rights to a position as outlined in Article 29, Sections 5 and 6 and Management Directive 515.4 provided they do not regularly report to an office at least once per week. The Employer also agrees to send a copy of the vacancy posting to the local Union President provided the Union has provided the name and address of the Local Presidents and geographic areas covered to the Office of Administration, Bureau of Labor Relations. The name of the person selected to fill the vacancy will be sent to the Local President, or, if a decision is made not to fill the vacancy, notice will be sent to the Local President advising of this.

### **Motor Carrier Enforcement Officer**

The Department of Transportation will meet and discuss on the issue of additional training.

### **Hours of Work**

#### **Department of Agriculture**

The Hours of Work for employees who work at the Horse/Harness Race Tracks, West Chester Equine Toxicology and Research Laboratory, and the Farm Show Complex will be scheduled in accordance with past practice.

#### **Board of Probation and Parole**

The Hours of Work for Parole Agents 1 and 2 will be governed by the side letters between the Office of Administration and AFSCME, Council 13 dated September 8 and 15, 1987.

#### **Department of Revenue**

The Hours of Work for District Lottery Representatives in each of the six Area Lottery Offices will be governed by the April 19, 1991 side letter between the Department of Revenue and AFSCME, Council 13. If the pilot project is terminated by either party, the hours of work for these employees will be governed by the provisions of Article 6 of the Master Agreement.

#### **Video-Display Terminals**

Upon request of the Union, health and safety issues concerning the operation of current VDT furniture/equipment will be addressed through the local meet and discuss process.

The Employer will give preference to ergonomics when economically practical in purchasing future and/or updating

current VDT furniture/equipment. Before any VDT furniture/equipment is purchased, the Local Union will be notified. Upon request, the Employer agrees to meet and discuss with the Union at the local level to review and assess VDT/furniture purchasing issues. Any purchasing decisions will be made by the Employer in accordance with Article 2, Sections 1 and 2.

Issues appropriate for such meet and discuss sessions can include the following:

Alternate work for pregnant employees; adjustable chairs; adjustable work tables; detachable keyboards; angle adjustable monitors; adjustable copy holders; glare screens; wrist and foot rests; lighting; reducing printer noise.

### **Hazardous Duty Pay**

Deep Mine Inspectors and Deep Mine Rescue and First Aid Instructors who are required to enter a mine for the purposes of rescue and recovery operations under emergency conditions as defined by the Department of Environmental Protection will be entitled to receive an additional \$5.00 per hour pay for all such time spent underground.

### **Emergency Response Teams - Department of Environmental Protection**

Department of Environmental Protection employees in the Inspection, Investigation and Safety bargaining unit (G-1) shall be eligible to bid on open Emergency Response Team (ERT) slots. Nothing in this section shall obligate the employer to create additional ERT slots or award open ERT slots to bidding Inspection, Investigation and Safety unit (II & S) employees.

In the event an II & S employee is awarded an ERT slot, they shall be subject to the same provisions/minimum requirements for maintaining team membership outlined in the Engineering and Scientific bargaining unit (B-4) Appendix N.

### **Stress Impact Payment**

Lump sum stress impact payment of \$17.50 per quarter to be paid each Department of Corrections, Department of Education or Probation and Parole full- time Inspection, Investigation and Safety unit employee covered by this Appendix who works solely inside the perimeter of a correctional institution and who is in a compensable status as of the first day of the quarter, when in the preceeding quarter, the entire system, Department of Public Welfare and Corrections, exceeds 110% of rated capacity.

Institutions of the Department of Corrections which open on or after July 1, 1992, will not be included in the calculation to determine whether or not the entire system, Department of Public Welfare and Corrections, exceeds 110% of rated capacity until the new institution, itself, exceeds 110% of rated capacity.

Employees employed at institutions of the Department of Corrections which open on or after July 1, 1992 will not be eligible for stress impact payment until the institution in which they work exceeds 100% of rated capacity on the first day of the calendar quarter.

Effective July 1, 1997, the quarterly stress impact payment is eliminated.

## **APPENDIX L PROFESSIONAL, ADMINISTRATIVE AND FISCAL UNIT**

### **Expense Accounts**

The present policy and practice relating to the payment of expense accounts shall remain the same.

All expense checks will be sent out no later than one month from the date of receipt of the travel expense voucher in the Comptroller's Office. The Comptroller may issue an advance payment when this time frame is not met.

Employees may receive advances in accordance with Section 3 of the Commonwealth's Travel Expense Regulations. If an employee submits a request for cash advancement six weeks in advance of the assignment; and they have reconciled any previous advancements through submission of the travel expense voucher; and provided sufficient funds exist in the agency's advancement account to cover the amount of the advancement; and provided that the employee notifies their supervisor three working days in advance of leaving that the check has not been received; the employee may then elect not to leave for the field assignment.

### **Lunch Expenses**

Employees who are required by the Employer to travel 15 miles or more from their regular work site and whose work assignment requires that they remain away from said office work site during their normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50. The current practice of compensating Liquor Control Board Auditors will be modified so the Auditors' eligibility is determined in the same manner as other employees covered by this Section.

Employees who are required by the Employer to perform a multiple day work assignment at a work site distant

enough to qualify the employees for overnight travel status as authorized by their agency and who elect to return to their home rather than remain overnight at the work site, thereby not being eligible to claim per diem expenses, shall be reimbursed for out-of-pocket lunch expenses in accordance with the amount fixed for that meal in the Commonwealth's Travel Expense Regulations.

These allowances for subsistence require no receipts or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

### **Paychecks**

Employees who customarily and regularly perform their work away from the Employer's premises may elect to have paychecks mailed to their home. Employees who participate in the Direct Deposit program may elect to have their pay stubs and payroll stuffers distributed with pay checks mailed to their home FROM THE CENTRAL OFFICE. Such election may be exercised by an eligible employee only one time during the life of the collective bargaining agreement; provided, however, an employee may rescind such election anytime during the life of the collective bargaining agreement.

When it has been determined that a paycheck has been lost or stolen before the employee receives it, every effort will be made to issue a replacement check within two work days after notification of loss.

### **Driving Regulation**

The Employer will generally not direct any employee to drive (operate a motor vehicle) for more than 7.5 hours a day.

### **Hours of Work**

It is understood and agreed between the parties that the provisions of Section 9 of Article 6 specifically apply to



certain employees in the Banking, Insurance, Environmental Protection, Conservation and Natural Resources and other Departments whose working hours generally meet the standards set forth in Section 9 of Article 6.

### **Preparation of Reports**

Employees who are required to make out reports relating to their jobs shall prepare such required reports on the Employer's time. The parties, recognizing that in many instances the employees required to make out such reports schedule their own hours, agree that it is not the intent of this paragraph to provide for the extension of the work week which is authorized by the Employer and thereby increase the Employer's premium time liability.

### **Use of Commonwealth Vehicles**

An employee on travel status may use a Commonwealth vehicle for legitimate reasons during non-working hours. For purposes of this section, "legitimate reasons" shall not include, among other reasons, the use of Commonwealth vehicles for entertainment or recreational reasons.

Employees assigned Commonwealth vehicles shall, if prior approval is secured, be permitted to drive these vehicles home at the end of their work day when, in the opinion of the Employer, such practice will result in the more efficient and economical use of both the employee's time and the vehicle so utilized.

### **Personal Telephone Calls**

Employees of this unit will be reimbursed for personal long distance telephone calls when they are required to remain on a field assignment which involves a weekend layover. During such assignments, a telephone call allowance of \$5.00 per week will be permitted.

### **Weekend Travel - Banking and Insurance**

In the event employees who are members of this unit are required to remain away from home over the weekend or during that period of time when they are not scheduled to work, and such employees desire to return home, the parties hereto agree the employee will be reimbursed for travel costs in an amount not to exceed the total cost to the Employer had the employee remained at the work location computed in accordance with the Commonwealth Travel Expense Regulations. It is understood by the parties that the benefit provided in this Section shall apply only to those situations in which the costs of returning home are greater than the costs of remaining at the work site.

In the event the above assignment extends four weekends or more, and employees desire to return home, the parties agree employees will be reimbursed every other weekend, beginning with the second weekend, for one round trip computed in accordance with the Commonwealth Travel Expense Regulations, whether or not the amount exceeds the total cost to the Employer had the employee remained at the work location.

### **Holidays - Banking and Insurance**

If the Commonwealth observes a minor holiday but the financial institution or insurance company being examined is not closed, a field examiner may, by mutual agreement of the Employer and the employee, work the day the holiday is being observed by other Commonwealth employees and instead observe the holiday on a mutually agreeable day off within eight months. The employee will not earn premium pay for working on the day the holiday is observed by other Commonwealth employees.

### **Field Employees' Mail**

Upon request of the employee, the mail in the employees'

mail box will be sent to their home address on paydays.

### **Educational Leave for Professional Enrichment**

Employees in this unit who desire to attend professional seminars, meetings, conventions, etc., for purposes of professional enrichment may at the involved agency's discretion, be granted educational leave to attend such functions in accordance with the Commonwealth Personnel Rules and the Management Directives governing such training experiences. When educational leave is to be approved for seminars, meetings, conventions, etc., where, in the opinion of the Employer such leave is appropriate, consideration will be given to rotate such leave among employees at the work site.

### **Conference Requirements - PennDOT**

When an employee is required by management to perform work connected with a planned conference, such as setting up, speaking, attending breakfast and/or dinners, the employee shall be compensated and the time will be considered as hours worked.

### **Training**

The Commonwealth agrees to establish agency level committees which will meet upon request of the union to review training.

### **Stress Impact Payment**

Lump sum stress impact payment of \$17.50 per quarter to be paid each Department of Corrections, Department of Education or Probation and Parole full-time Professional, Administrative and Fiscal unit employee covered by this Appendix who works solely inside the perimeter of a correctional institution and who is in a compensable status as of the first day of the quarter, when in the preceeding quar-

ter, the entire system, Department of Public Welfare and Corrections, exceeds 110% of rated capacity.

Institutions of the Department of Corrections which open on or after July 1, 1992, will not be included in the calculation to determine whether or not the entire system, Department of Public Welfare and Corrections, exceeds 110% of rated capacity until the new institution, itself, exceeds 110% of rated capacity.

Employees employed at institutions of the Department of Corrections which open on or after July 1, 1992 will not be eligible for stress impact payment until the institution in which they work exceeds 100% of rated capacity on the first day of the calendar quarter.

Effective July 1, 1997, the quarterly stress impact payment is eliminated.

## **APPENDIX M ENGINEERING AND SCIENTIFIC UNIT**

### **Hours of Work - Department of Environmental Protection**

It is understood and agreed between the parties that the provisions of Section 8 of Article 6, Hours of Work, specifically apply to employees in the following classifications in the Department of Environmental Protection: Conservation District Field Representative I, Conservation District Field Representative II and Conservation Program Specialist I. The following provisions will govern the hours of work of the employees in these classifications.

Employees assigned by the Employer to attend evening meetings or to conduct inspections scheduled in conformity with the work hours of the regulated industry shall, at the discretion of the Employer:

- (1) Be compensated for said hours worked at the appropriate rate, or
- (2) Be rescheduled for time off at the appropriate rate for said hours worked. Rescheduled time shall be scheduled and granted at a time mutually agreed upon by the Employer and the employee. If, after six months following the assignment giving rise to the need for reschedule time, no mutual agreement has been reached, the period for rescheduling shall be extended an additional 90 days. During this 90 day extension period, the Employer shall, at its discretion, either schedule the employee for time off or shall compensate the employee for those hours for which it does not schedule said employee off. Employees who are scheduled for time off by the Employer pursuant to the provisions of this paragraph but who elect instead to work during those hours shall not be

entitled to further compensation for or rescheduling of those hours.

Hours worked which are rescheduled as time off within either the week in which the meeting or inspection is conducted or at a later date, shall not be regarded as hours worked for the purpose of computing overtime hours.

### **Travel Time**

Employees who are required to travel between 25 and 49 miles as measured by the shortest regularly traveled route from their home or headquarters to a field work site shall be granted one-half hour travel time in each direction.

Employees who are required to travel between 50 and 99 miles as measured by the shortest regularly traveled route from their home or headquarters to a field work site shall be granted one hour travel time in each direction.

An employee who is required to travel more than 100 miles as measured by the shortest regularly traveled route from their home or headquarters to a field work site shall be granted an additional one hour's travel time in each direction, for each additional 50 miles traveled.

The hours of work of employees who are required by the Employer to travel to and from the work site by transportation provided by the Employer, shall commence at the time of embarkation and shall cease at the time of debarkation.

### **Lunch Expenses**

Employees who are required by the Employer to travel at least 15 miles from their normal work site as measured by the shortest regularly traveled route and whose work assignment requires that they remain away from said normal work site during their normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50, including sales taxes. Department of Transportation,

Environmental Protection and Conservation and Natural Resources employees who are required to travel 15 miles or more to field work sites shall be granted lunch expenses not to exceed \$3.50, including sales taxes; provided, however, that the field work site must be 15 miles from the employee's home or headquarters.

These allowances for subsistence require no receipts or other accounting. However, these are not flat allowances and only amounts actually expended may be claimed.

### **Professional Associations and Licensure**

No employee shall be required as a condition of employment to maintain membership in any professional association or to maintain licensure, except as may be required by law.

Solicitation of membership to professional associations shall not be condoned during working hours.

### **Technical Papers**

The Employer shall encourage interested individuals to write technical papers for local or national societies or for appropriate periodicals during non-working hours by providing reasonable use of agency records, equipment and space, subject to prior agency approval.

It is understood that the content of such papers shall not be represented as the official agency position unless authorization is received from the agency prior to publication.

### **Weekend Travel**

In the event employees who are members of this unit are required to remain away from home over the weekend or during that period of time when they are not scheduled to work, and such employees desire to return home, the parties hereto agree that the employee will be reimbursed for travel costs in an amount not to exceed the total cost to the Employer had the employee remained at the work location

computed in accordance with the Commonwealth Travel Expense Regulations. It is understood by the parties that the benefit provided in this section shall apply only to those situations in which the costs of returning home are greater than the costs of remaining at the work site.

In the event the above assignment extends four weekends or more, and employees desire to return home, the parties agree employees will be reimbursed every other weekend, beginning with the second weekend, for one round trip, computed in accordance with the Commonwealth Travel Expense Regulations, whether or not the amount exceeds the total cost to the Employer had the employee remained at the work location. This shall not apply to training sessions for which the employee has volunteered and is not required by the Employer to attend.

### **Expense Accounts**

The Employer will continue to provide for the expeditious payment of expense accounts in accordance with the existing Commonwealth Travel Expense Regulations.

### **Vehicular Breakdowns**

The parties hereto agree that the Employer will allow subsistence and hotel allowance in the event of a vehicular breakdown. To be eligible for such subsistence and hotel allowance, the employee must have been required by the Employer to be in a travel status (such travel status does not include "routine reporting to work and return" situations), and the employee must have been unable to get the vehicle in an operable condition within a reasonable time. It is further agreed that the employees will notify their immediate supervisor or appropriate person within their work unit concerning a breakdown during regular work hours. For breakdowns during non-working hours, the employee shall be guided by Commonwealth and/or departmental regulations.



It is further agreed that the employee must have had a proper authorization to use the vehicle which is involved in the breakdown.

### **Use of Commonwealth Vehicles**

The parties hereto agree that an employee may use a Commonwealth vehicle for legitimate reasons after normal working hours. For purposes of this Agreement "legitimate reasons" shall not include, among other reasons, the use of this vehicle for entertainment or recreational reasons. To be eligible to use a Commonwealth vehicle after normal working hours, the employee must be required by the Employer to remain away from home after such work hours.

Employees who have Commonwealth vehicles permanently assigned to them or who utilize Commonwealth vehicles on a day-to-day basis shall if prior approval is secured be permitted to drive these vehicles home at the end of their work day when, in the opinion of the Employer, such practice will result in the more efficient and economical use of both the employee's time and vehicle so utilized.

### **Administrative Leave for Professional Enrichment**

Employees of this unit who desire to attend professional seminars, meetings, conventions, etc. for purposes of professional enrichment may at the involved agency's discretion be granted administrative leave to attend such functions in accordance with Chapter 33 of Title 4 of the Pennsylvania Code.

When administrative leave is to be approved for seminars, meetings, conventions, etc., where, in the opinion of the Employer such leave is appropriate, consideration will be given to rotate such leave among employees at the work site.

### **Personal Property Damage**

In the event an employee who is involved in a job related

incident while working in a laboratory, in a forest fire suppression activity, or during an inspection where contact with a corrosive, acidic, caustic or heavy petroleum substance occurs, damages or destroys items of clothing or personal property which are worn by the employee and which are necessary for the performance of such employee's work, the Employer shall reimburse the employee for the value of, or cost of repair of, such clothing or personal property. The condition of the clothing or personal property immediately prior to such damage shall be taken into account in determining its value. The incident giving rise to such claims must be verified and not due to the employee's own negligence.

### **Liability Coverage and Legal Defense**

The Employer shall provide liability coverage and legal defense as detailed in Title 4 Pennsylvania Code Chapter 39 and Management Directives 205.6 and 630.2.

### **Placement of Furloughees**

During the period that furloughed employees' names remain on the recall list, the Employer will interview those employees, as far as practicable, for any budgeted, available, uncommitted, vacant position for which they qualify within the bargaining unit prior to the employment of any new hires.

Employees will be considered available statewide unless they choose to limit their area of availability in writing at the time of their furlough.

If an employee declines an offer of employment within the employee's area of availability under this provision, their rights under this section shall cease.

### **Expense Advances**

Employees may continue to request cash advances to defray anticipated expenses arising from travel assign-

ments. Such advances must be requested and approved in accordance with the Commonwealth's Travel Expense Regulations.

### **Preparation of Reports**

Employees who are required to complete reports relating to their jobs shall prepare such required reports on the Employer's time. The parties, recognizing that in many instances the employees required to complete such required reports schedule their own hours, agree that it is not the intent of this paragraph to provide for the extension of the work week which is authorized by the Employer and thereby increase the Employer's premium time liability.

### **Diagnostic Testing - Department of Environmental Protection and Department of Conservation and Natural Resources**

The parties recognize that Department of Environmental Protection and Conservation and Natural Resources employees covered by this Appendix may be exposed during their normal work to potentially harmful chemicals and/or heavy metals.

In cases where an employee's physician determines it necessary to conduct or direct specific diagnostic testing to detect the presence or absence of such substances, the Employer agrees to cover the expense of such testing.

### **New Program Placement Discussions**

In the event that a new program is developed by the Employer which affects members of this bargaining unit, the Employer agrees to hold discussions, upon request by the Union, for the purpose of determining if employee placement into such new program on a classification seniority basis is feasible.

## **Labor Management Committee - Department of Environmental Protection**

The Department of Environmental Protection agrees to continue efforts to ensure the safety and health of the employees.

Consistent with these efforts the Department agrees to participate in a committee comprised of a equal number of employees and employee representatives to discuss the formulation of policies and procedures governing the following issues.

- (1) Emergency responses
- (2) Training and equipment necessary to ensure the health and safety of employees engaged in the handling of dangerous substances.

## **Inspection Work - Department of Transportation**

Department of Transportation employees covered by this Appendix who are engaged in inspection work shall not be required to verify the performance of any work that they have not personally inspected.

## **Training**

Where feasible, the Commonwealth will continue present training programs and review and upgrade the programs with the goal of training interested and qualified employees within the Department or Agency.

Where there is a need to restrict the number of employees for training, interested employees shall be selected on a Master Agreement Seniority basis, subject to Management's responsibility to maintain efficient operations and/or meet mandated certification requirements.

## **Emergency Response Teams (ERT) - Department of Environmental Protection**

1. The Employer shall establish ERT slots by classification and location.
2. Slots will be open to employees in the same classification and headquartered at the same location as the slot.
3. When more than one employee bids on a slot the employee with the most engineering and scientific bargaining unit (B-4) seniority will be awarded the slot. A candidate will not be considered if he/she received a yearly performance evaluation below "meets objectives/factors" or received discipline in the form of a suspension or stronger in the preceding twelve months.
4. If a non-bargaining unit employee is placed in a slot where no eligible bargaining unit employees bid on the slot at a location where a trainee in the appropriate specialty is headquartered, the non-bargaining unit employee will remain in the slot for a minimum of 12 months after the trainee becomes a specialist. If an employee in the appropriate specialty and headquarters expresses an interest in the slot at the end of the 12-month period, he/she will be awarded the slot in accordance with Item #3 above.
5. If an ERT member subsequently has their classification changed without a headquarter change, he/she will have the option to remain an ERT member.
6. If an ERT member is subsequently promoted out of the bargaining unit without a headquarters change, he/she

will have the option to remain an ERT member.

7. Overtime equalization shall be by individual.
8. The following are minimum requirements for maintaining team membership:
  - a. Pass baseline physical and be certified to be able to wear a respirator (self-contained breathing apparatus) and protective clothing. Pass annual check-up and certification.
  - b. Training
    1. Five-day course.
    2. One-day refresher course annually.
    3. Availability:

Number of Attempted Call Outs	Minimum Number of Responses
1	0
2	0
3	1
4	2
5	3
6	4
7	5
8	6
Above 8	75%

ERT members on approved leave will not be subject to availability criteria when on leave or for any holidays or regular days off that are con-

tiguous to the approved leave.

Additionally, an employee may be removed from the ERT for inability or unwillingness to perform or if he/she received two consecutive yearly performance evaluations below "meets objectives/factors" or receives discipline in the form of a one-day suspension or stronger. Removal for these reasons or non-availability is subject to the grievance procedure beginning at the first-step of the Accelerated Grievance Procedure.

Removal from the ERT will be delayed, if the discipline is grieved in a timely manner, until the grievance is resolved. The Accelerated Grievance Procedure Panel and/or an Arbitrator can only consider if the discipline was appropriate, not that the employee will be removed from the ERT if the discipline is sustained.

9. ERT members are guaranteed two hours of work on a portal-to-portal basis in call time situations.
10. Payments by the Department for ERT membership will be \$1277.50 bi- annually.
  - a. Payments will be made bi-annually for the previous six months.
  - b. An employee must be an ERT member for six months to be entitled to the first payment.
  - c. After the first six months, if an employee leaves the ERT for any reason, he/she will receive a prorata payment.

## **Educational Leave - Department of Conservation and Natural Resources**

Department of Conservation and Natural Resources employees engaged in non- scheduled aerial flights who wish to take an approved AOPA Air Safety Foundation Pinch Hitters Course, to learn how to land an aircraft in case of emergencies, shall be granted Educational Leave. If said courses are not available on weekends, said leave shall not exceed ten hours.

Other such courses shall be an issue for a Meet and Discuss.

## **Office Expense - Game Commission**

Employees in the following classifications in the Game Commission, whose office location is not owned or leased by the Commonwealth, shall be paid fifty- five dollars (\$55.00) per month which will compensate the employees for the cost of providing office space and telephone service:

62110 Wildlife Biologist 1

62120 Wildlife Biologist 2



## **APPENDIX N**

### **LAW ENFORCEMENT FISH AND BOAT UNIT**

#### **Hours of Work**

Article 6 of the Master Agreement is replaced in its entirety by the following:

**Section 1.** The work week shall consist of 40 hours in any five (5) days within a consecutive seven (7) calendar day period. The work week shall commence on Saturday and end the following Friday. Employees shall be guaranteed two (2) consecutive days off during the work week except during the period March 1 - May 31.

**Section 2.** The work day shall consist of the calendar day. There should be a minimum of sixteen (16) hours between the start of each shift unless a shorter period is requested by the employee and approved by the supervisor.

**Section 3.** The work shift shall consist of a maximum of ten (10) hours within a work day unless a longer period is otherwise requested by the employee and approved by the supervisor.

**Section 4.** The regular hours of work shall be consecutive unless split at the request of the employee and approved by the supervisor.

#### **Section 5.**

a. Employees will submit to their supervisor a proposed schedule showing work days and hours at least four (4) weeks prior to the start of the work week. The proposed schedule will be submitted for at least a four week period.

b. The supervisor will approve or modify the schedule as deemed necessary and advise the employee of the approved

schedule not less than two (2) weeks prior to the start of the work week.

c. Changes to the approved schedule made less than two (2) weeks prior to the start of the work week shall be dealt with as set forth in this sub-section. It is understood that employees will work only those hours approved or initiated by the supervisor. Hours worked pursuant to the Employer's guidelines shall be considered to be initiated by the supervisor.

1. Employee initiated changes -

Supervisor may approve or disapprove the requested change and the employee shall work accordingly.

2. Supervisor-initiated changes -

It is understood that these assignments include, in addition to those directed by a supervisor, those assignments performed in accordance with the Employer's guidelines. In the event of such supervisor-initiated assignments, the employee has the option to either:

- (a) Complete the supervisor-initiated assignment and adjust the work schedule to reduce the pre-approved hours. The employee shall not reduce the number of paid hours to less than 40 in the work week. If the employee chooses this option, the employee will inform the supervisor of the change(s) to the schedule. It is understood the employee shall not, however, eliminate any pre-approved essential assignments.

or

(b) Work the pre-approved schedule plus the supervisor- initiated assignment.

3. In case of emergency, employees shall work as directed by their supervisor and shall subsequently adjust their schedule so as not to exceed the number of scheduled hours in the pre- approved work week.

d. The Fish and Boat Commission agrees to meet and discuss with the Union at a mutually convenient time and location regarding the Employer guidelines.

### **Rest Periods**

Article 7 of the Master Agreement is not applicable to employees in this Unit.

### **Meal Periods**

Article 8 of the Master Agreement is not applicable to employees in this Unit.

### **Eating and Sanitary Facilities**

Article 9 of the Master Agreement is not applicable to employees in this Unit.

### **Holidays**

Article 10 Sections 2,3,4,6,7 and 11 of the Master Agreement are not applicable to employees in this Unit.

If a holiday is observed while a permanent full-time employee is on sick, annual, or other paid leave status, the employee will receive holiday pay and the day will not be charged against sick, annual, or other paid leave credits.

If an employee is required to work on any of the holidays listed in Article 10 Section 1, except the day after Thanksgiving, the employee shall be compensated at one and one-half times the employee's regular hourly rate of pay

for all hours worked on said holiday. For work performed on the day after Thanksgiving, the relevant portion of Article 10, Section 6 of the Master Agreement shall apply. The employee shall receive paid time off for all hours worked on a holiday up to a full shift as defined in Hours of Work Section 3 of this Unit Appendix.

### **Personal Leave/Annual Leave**

Present practices related to the granting of leave in the Fish and Boat Commission during the recognized peak periods of the fishing (including stocking) and boating seasons (March 1 - September 15) shall continue. It is understood the maintenance of efficient operations requires the availability of the maximum number of employees during these periods.

### **Overtime**

Article 20, Overtime, Section 1. and subsection a. of Section 1, are modified as follows:

**Section 1-** One and a half of the employee's regular hourly rate of pay shall be paid for work under the following conditions:

- (a) For work performed over ten (10) hours in a work day when supervisor-initiated but not when employee initiated, or
- (b) for work performed over 40 hours in a work week.

Article 20, Overtime, Section 5. and the June 14, 1989 side letter establishing overtime equalization units will continue to apply to this unit.

**Shift Differential**

Article 21 of the Master Agreement is not applicable to employees in this Unit.

**Standby Time**

Article 23 of the Master Agreement is not applicable to employees in this Unit.

**Probationary Period**

The probationary period contained in Article 28 Section 5 of the Master Agreement is extended from 180 calendar days to 365 calendar days for employees in this Unit.

**Seniority/Transfer**

Article 29 Seniority Sections 4, 5, 6, 10, and 11 of the Master Agreement are replaced by the following:

Employees will be given an opportunity to inform the Fish and Boat Commission of their desire to be transferred into a vacancy in the following manner. When the initial vacancy occurs, the Fish and Boat Commission will notify all of its employees at least 20 days prior to the filling of such vacancy unless an emergency requires a lesser period of time. Employees will be notified at least 15 days prior to the filling of the vacancy resulting from the transfer of an employee into the initial vacancy unless an emergency requires a lesser period of time. Such notification will not be necessary for any subsequent vacancies which may result after the transfer of an employee into the initial vacancy and the vacancy created by the employee filling the initial vacancy.

The parties may meet and discuss during the period of this agreement for the purpose of amending this section.

## **Miscellaneous Provisions**

Article 35 of the Master Agreement shall be modified as follows:

**Section 7.** Reimbursement of travel and subsistence expenses in accordance with the Commonwealth's Travel Regulations (Management Directive 230.10) shall be provided as modified below:

Each employee whose residence is not owned by the Commonwealth shall be paid \$55.00 per month which will compensate the employee for office space in the employee's place of residence and \$70.00 in lieu of subsistence expenses for employees not in overnight travel status now provided by Section 11 of the Commonwealth's Travel Regulations, Management Directive 230.10. In addition, employees assigned to duties outside of their district for a period of not less than 12 consecutive work hours are entitled to subsistence expenses in the amount actually expended, not to exceed \$8.00. An employee whose residence is owned by the Commonwealth and who pays for such residence according to a maintenance schedule rather than a rental amount based on fair market value shall receive \$70.00 per month for the above subsistence expenses and, in addition, shall not reimburse the Commonwealth for maintenance charges for the room required to be utilized by the employee as an office for the conduct of Commonwealth business.

**Section 9.** is replaced as follows:

a. An employee shall not be transferred for reasons which are punitive, disciplinary, or arbitrary, and

capricious. In no event shall an employee's reassignment be due to the valid enforcement of the Fish and Boat Laws. Any dispute regarding the propriety of transfers shall be subject to the grievance and arbitration procedures of the Master Agreement.

- b. Employees shall receive notice 30 calendar days prior to the effective date of transfer. Upon transfer, employees may be granted up to sixty (60) days in travel status at their new location, to be taken in the initial ninety (90) consecutive calendar day period following their transfer, to provide adequate time for locating new living quarters and to move to the new location. Only that portion of the travel status allowance actually required shall be granted. No reimbursement will be made for local mileage. Employees returning to their pre-transfer headquarters or residence on days off or holidays will not be given subsistence or lodging for the day(s) off or holiday period.

Employees shall be entitled to expenses as provided in Section 9 and 11 of the Commonwealth's Travel Expense Regulations, Management Directive 230.10. Only that portion of the allowance actually required will be granted. An employee shall not be entitled to receive concurrently subsistence under this section and to receive an office and subsistence allowance as provided in the provisions of this understanding relating to office rent and subsistence.

### **Outside Employment**

Employees shall be permitted to engage in outside

employment during non- scheduled hours provided:

- (1) prior authorization is obtained;
- (2) the scope of employment does not demean the image of the Pennsylvania Fish and Boat Commission;
- (3) there is no conflict with the employee's duties;
- (4) the total amount of employment does not interfere with the employee's ability to perform their duties properly.

The application of the above criteria to a particular situation will be determined solely by the Fish and Boat Commission and will not be subject to the grievance and arbitration procedure. However, an employee whose request to engage in outside employment is initially denied may appeal that decision, in person, to the Executive Director or a designee, whose decision shall be final, binding and determinative of the issue.

The Union may meet and discuss with the Fish and Boat Commission during the period of this agreement for the purpose of amending this section.

An employee who submits a request for authorization to engage in outside employment shall receive a response to that request within three (3) weeks of its submission which approves it or denies it for reasons stated.

### **Liability Coverage and Legal Defense**

The Employer shall provide liability coverage and legal defense as detailed in Title 4, Pennsylvania Code, Chapter 39 and Management Directive 205.6 and 630.2.

### **Fitness Committee**

The parties agree to continue the joint labor-management



committee, comprised of equal numbers of labor and management participants, to review and study the feasibility of implementing fitness standards and a fitness program for members of this Unit.

### **Redistricting**

When redistricting plans are being considered by the Fish and Boat Commission, management will notify the Union of the changes that are being considered. At the request of the Union, management will Meet and Discuss on the proposed redistricting. Officers from the involved district and their Union representatives will be given the opportunity to attend any such Meet and Discuss session.

### **Weekend Work**

The Fish and Boat Commission agrees that for the period from October 1 to December 31 of each year Waterways Conservation Officers will not be regularly scheduled to work weekends. During the months of January and February of each year such employees may be required to work on two (2) weekend days per month. For the months of March, April, May, and September these employees will receive four (4) weekend days off per month and for the months of June, July and August at least two (2) weekend days will be scheduled off per month.

### **Alternative Unit**

If, at any time, members of this Unit are removed from coverage under this Act 195 Unit and are placed under coverage of an Act 111 Unit by action of the Pennsylvania Labor Relations Board, the Commonwealth and AFSCME agree to continue the provisions of this Unit Appendix and the applicable Commonwealth/AFSCME Master Agreement until such time as a new Act 111 bargaining accord can be achieved.

## **APPENDIX O**

### **OFFICE OF ATTORNEY GENERAL UNITS**

#### **Clerical, Administrative and Fiscal Professional, Administrative and Fiscal Inspection, Investigation and Safety**

The term Employer refers solely to the Office of Attorney General for employees in these units. Service in the Office of Attorney General will not constitute service under any other Employer under this Master Agreement except for purposes of determining the rate of earning annual leave entitlement. Employees leaving or entering the Office of Attorney General will be permitted to transfer their unused annual leave, personal leave and sick leave, up to the allowable limits, earned before the transfer occurred, provided the gaining or losing agency allows the transfer of such leaves. Employees entering or leaving the Office of Attorney General from and to agencies which do not permit the transfer of unused annual leave and personal leave will be compensated in a lump sum for such leave prior to entering or leaving the Department. Present practices concerning the transfer of sick leave accumulation in those agencies will continue.

#### **Meal Expenses**

Employees who are required by the Employer to travel at least 15 miles from their office and home as measured by the shortest regularly traveled route and whose work assignment requires that they remain away from said normal work site during their normal lunch period will be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50 including sales taxes. These allowances for subsistence require no receipts or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

### **Notification of Absence**

Notification to the immediate supervisor or any other individual designated by the Employer one-half hour prior to the Employee's scheduled starting time will be considered notice in the event of an illness or any other situation which requires the Employee's absence from work.

### **Personal Property Damage**

In the event an employee in the Inspection, Investigation and Safety Unit is involved in an undercover assignment or an investigation assignment in the field and damages or destroys items of clothing or personal property which are worn by the employee and which are necessary for the performance of such employee's work, the Employer at its discretion shall reimburse the employee for either value of, or cost of repair of, such clothing or personal property.

The employee will be notified of approval or denial of the reimbursement request within sixty (60) days of the employee's submission for reimbursement.

### **Promotions and Transfers**

The employer will notify the Local Union President, upon written request, of the name(s) of the person(s) promoted in accordance with the procedures specified in Sections 5 and 6 of Article 29 of the Master Agreement and the name(s) of the person(s) transferred. Vacancies that occur will be posted in all offices.

Upon promotion to a Special Agent II, Narcotics Agent II or Medicaid Fraud Auditor II, the employee will receive a 15% increase or the minimum of the pay group whichever is greater.

Effective July 1, 1996 the Employer will create one Senior Consumer Protection Agent per region at Pay Range 8. The vacancies will be filled in accordance with Article 29, Section 5.

Seniority for this purpose will be the employee's unbroken service as a Consumer Protection Agent. The employee must have at least 5 years service as a Consumer Protection Agent to be considered for one of these vacancies.

Grievances alleging violation of the posting provisions may be submitted to arbitration on the issue that the Employer arbitrarily or capriciously failed to post the vacancy and the actions of the Employer were not merely inadvertent.

### **Personnel Files**

The Employer agrees to meet and discuss at the request of the Union at the agency level concerning procedures by which personnel files, section files, supervisory files, electronic files or any other vessel for information relating to the employee will be available for inspections by employees as provided in Section 11 of Article 36 of the Master Agreement.

The Official Personnel Folder in the Personnel Section will be purged annually and the employee will be notified of the information purged.

### **Labor-Management Committees**

The Union and the Employer agree to hold the following meetings upon the request of the other:

a) Two days per contract year to meet and discuss issues affecting employees in the Bureau of Narcotics Investigations;

b) One day per contract year to meet and discuss issues affecting employees in all other bureaus and divisions of the Employer;

c) One day per contract year to meet with the Attorney General to discuss issues affecting all employees of the Employer;

d) One day per contract year to meet and discuss issues

affecting employees in the clerical bargaining unit.

In the event either party desires to hold any of the above referenced meetings, that party will provide written notice of its request to schedule the meeting no later than March 1 of the respective contract year. The March 1 deadline may be modified in writing by mutual agreement. Notice to the Employer will be sent to the Director of Personnel. Notice to the Union will be sent to AFSCME Council 13. All requested meetings will be scheduled no later than June 1 of the respective contract year, unless otherwise agreed to in writing.

### **Credit Cards**

The Employer, at its sole discretion, will either make credit cards available to those employees in the Inspection, Investigation and Safety Unit who have a valid operational need for such credit cards or arrange for such employees to bill necessary work-related telephone calls to their office telephone number. The Employer agrees to make a credit card available to the Consumer Protection Agents.

Where the Employer can demonstrate that either credit cards or third party billing privileges were abused, they will be immediately withdrawn.

### **Scheduling of Hours**

The provisions of Article 6 of the Master Agreement with the exception of Section 2 and 4, will not be applicable to Special Agents or Narcotics Agents, when there is a need to change the hours of work of an employee. This need will include, but is not limited to, surveillance, court approved electronic interceptions, consensual electronic interceptions, arrests and raids. This need will also include the conducting of interviews and the development and maintenance of informants based upon legitimate opera-

tional needs. It is understood that changes in the hours of work will not be made for arbitrary or capricious reasons.

The Special Agents and Narcotics Agents whose hours of work have been changed pursuant to the above will work any ten (10) days out fourteen (14) days. Unless otherwise agreed to by the employer and employee, employees days off will be consecutive with a minimum of two (2) days scheduled at one time, and employees will not be scheduled to work more than ten (10) consecutive days without intervening days off being scheduled. In addition, the starting of a shift may vary from day to day. If agreed to between the employer and an employee the employee may work a split shift otherwise employees will not be required to work a split shift.

Except during emergency situations, Narcotics Agents, Special Agents, Consumer Protection Agents, Special Investigators and Medicaid Fraud Auditors will not be required to work on Saturday and/or Sunday solely for the purpose of routine phone coverage, unless otherwise agreed to by the employer and employee.

The provisions of Article 6 of the Master Agreement with the exception of Section 2 and 4, will not be applicable to Medicaid Fraud Auditors, Consumer Protection Agents and Special Investigators, when there is a need to change the hours of work of an employee. It is understood that changes in the hours of work will not be made for arbitrary or capricious reasons.

The work shift for Special Agents, Narcotics Agents, Consumer Protection Agents, Special Investigators and Medicaid Fraud Auditors will consist of eight (8) work hours and a non-paid lunch period. The non-paid lunch period will be one half hour unless otherwise agreed to by the employer and employee.

When an employee's schedule is changed consistent with the above language, the Employer agrees to give advanced

notice to the employee as soon as it has been determined that the employees' schedule must be changed. When such change involves the employee's days off, the Employer will give 48 hours notice. Neither the failure to give advanced notice of the schedule change, or the failure to give 48 hours notice will be subject for arbitration.

The provisions of Article 6 of the Master Agreement will not apply when employees attend the initial training program at the academy. These employees will also receive compensatory time off at the appropriate rate in lieu of pay for overtime worked while in training at the training academy.

The Employer agrees, subject to managements responsibility to maintain efficient operations, to implement flex-time schedules for clerical employees. Meetings to implement these schedules will occur at the local level.

### **Heart and Lung Act**

Narcotics Agents may receive benefits as provided by the Heart and Lung Act, Act of June 28, 1935, P.O. 477 No. 193, as amended (53 P.S. Section 637).

### **Preparation of Reports**

Employees in the Inspection, Investigation and Safety Unit who are required to make out reports relating to their jobs shall prepare such required reports on the Employer's time. It is agreed that it is not the intent of this paragraph to provide for the extension of the work week which is authorized by the Employer and thereby increase the Employer's premium time liability.

### **Training**

The Commonwealth and the Union agree to establish a joint committee to meet and discuss over items concerning training needs and training programs. This committee will meet at least bi-annually.

### **Shift Differential**

The provisions of Article 21, Shift Differential, of the Master Agreement are not applicable to Special Agents, Narcotics Agents, Consumer Protection Agents, Special Investigators and Medicaid Fraud Auditors.

### **Overtime**

The provisions of Article 20 of the Master Agreement with the exception of Sections 2, 4 and 7 shall not be applicable to Special Agents, Narcotics Agents and Medicaid Fraud Auditors. These employees will be paid time and one-half for all hours worked over 80. The Employer agrees that employees will be permitted to request compensatory time in lieu of pay for overtime worked.

### **Certificates and Licenses**

The employer agrees to pay any cost related to Licenses or Certificates required by the employer.

### **Safety and Health**

A joint committee will be established to discuss appropriate safety equipment and its replacement schedule.

The Employer agrees to pay the cost of obtaining a baseline blood test for Hepatitis B, tuberculosis, HIV and the Hepatitis B vaccine. It is agreed that only Employees whose job would possibly expose them to airborne or body fluid transmitted diseases will have these services made available to them.

### **Liability Coverage and Legal Defense**

The Employer agrees to provide liability coverage and legal defense similar to that which is provided for in Title 4 of the Pa Code, Chapter 39 and Management Directive 205.6 and 630.2.



## **Travel Time**

When an employee is required to travel from their home to a field work site, he/she shall be paid for the time necessary to travel to and from the field work site minus the amount of time it would take to travel from the employee's home to the office and back to the employee's home.

Employees who are offered overnight accommodations at the field work site, but choose to commute, will be paid for travel from the work site at the conclusion of the assignment or any employer authorized interruption in the assignment. In the event an assignment takes ten (10) or more consecutive days to complete, the employee will be paid for travel to the work site and travel from the work site after ten (10) consecutive days unless otherwise agreed to by the employer and the employee.

## **Probationary Period**

Newly hired Narcotic Agents, Medicaid Fraud Auditors, Consumer Protection Agents and Special Agents shall serve an initial hire twelve (12) month probationary period during which time the provisions of Article 28, Section 1 shall not apply.

## **Travel Status**

An employee required by the employer to remain away from home over their days off will receive a \$100.00 stipend one time per fourteen (14) calendar day period. This does not apply to training requested by the employee or required by federal regulation.

Employees who are assigned outside their region, except for training, for more than sixty (60) days in a fiscal year, which need not be consecutive, will receive an additional 45 cents per hour for each hour worked.

Employees may use the employer provided vehicle to travel to a restaurant of the employee's choice within a reasonable distance of the hotel or work site.

## **Classification**

The Employer agrees that clerical employees will be given the opportunity to update their job descriptions annually in conjunction with the preparation of each employee's Annual Performance Evaluation Report.

The classification Clerical Supervisor II will be the first level of clerical supervision.

Clerical employees who are used as interpreters shall be paid an additional 45 cents per hour while performing this function.

## **Expenses**

Employees on loan to another agency shall be paid expenses consistent with that agency's policy or the Office of Attorney General's policy, whichever is greater. The employee will be paid consistent with the borrowing agency's policy provided the borrowing agency is paying the employee or reimbursing the Office of Attorney General.

## **Sick Leave**

The parties agree to continue the program that allows employees to donate leave to other employees who suffer a serious injury or illness and have exhausted their accumulated leave.

## **Drug Testing Policy**

It is agreed that a Reasonable Suspicion Controlled Substance Testing Program will be implemented as soon as the provisions are finalized by the employer and the union.

## **Grievance Procedure**

In applying the provisions of Article 37, Grievances/Standard Grievance Procedure, the Regional Director or the equivalent will be the first step, the Bureau Director will be the second step, the Bureau of Personnel will be the third step and the fourth step will be Arbitration

The parties agree that at least a discussion over each grievance will take place at the third step.

The parties agree that during the term of this agreement discussion over the implementation of the Accelerated Grievance Procedure will take place.

### **Hazardous Material/Chemical Exposure Pay**

Agents will receive an additional 10% of their hourly rate of pay when exposed to hazardous material/chemicals.

### **Hiring Above the Minimum**

The Employer may hire employees at pay rates above the minimum rate of the assigned pay range. The Employer will notify AFSCME Council 13 after it has approved the hiring of an agent above the minimum rate and before the above minimum appointments are made.

### **Equipment**

The Employer agrees, when practicable to give Agents an opportunity to provide input regarding the purchase of equipment.

This section is not subject for the grievance and arbitration procedure.

## **ATTORNEY GENERAL SENIORITY UNITS: FURLONGHS AND PROMOTIONS**

Harrisburg  
Non-Civil Service  
Civil Service

Allentown  
Non-Civil Service  
Civil Service

Philadelphia  
Non-Civil Service  
Civil Service

Erie  
Non-Civil Service  
Civil Service

Pittsburgh  
Non-Civil Service  
Civil Service

Reading  
Non-Civil Service  
Civil Service

Scranton  
Non-Civil Service  
Civil Service

State College  
Non-Civil Service  
Civil Service

Wilkes-Barre  
Non-Civil Service  
Civil Service

Butler  
Non-Civil Service  
Civil Service

Greensburg  
Non-Civil Service  
Civil Service

West Norriton  
Non-Civil Service

Ebensburg  
Non-Civil Service

Meadville  
Non-Civil Service  
Civil Service

Williamsport  
Non-Civil Service  
Civil Service

MAGLOCLIN

For the purpose of Furlough the Seniority Units for Narcotics Agents I and II and Medicaid Fraud Auditors I and II shall be statewide.

## **APPENDIX P STATE PUBLIC SCHOOL BUILDING AUTHORITY UNIT**

### **ENGINEERING, CLERICAL, ADMINISTRATIVE AND GENERAL SERVICES**

The term "Employer" refers solely to the State Public School Building Authority for employees in this unit. Service in the State Public School Building Authority will not constitute service under any other "Employer" under this Agreement except for purposes of determining the rate of earning annual leave entitlement. Present practices concerning the transfer of sick leave accumulation when an employee enters or leaves the State Public School Building Authority will continue. Employees entering or leaving the authority will have their unused annual leave and personal leave compensated for in a lump sum prior to entering or leaving the Authority.

#### **Meal Expenses**

Employees who are required by the Employer to travel at least 15 miles from their normal work site as measured by the shortest regularly traveled route and whose work assignment requires that they remain away from said normal work site during their normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50, including sales tax. These allowances for subsistence require no receipts or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

## **APPENDIX Q**

### **AUDITOR GENERAL UNITS**

**Clerical Services**  
**Building Services**  
**Fiscal Auditing**  
**Inspection and Investigation**

The term "Employer" refers solely to the Department of Auditor General for employees in these certified units. Service in the Department of Auditor General will not constitute service under any other "Employer" under this Agreement except for purposes of determining the rate of earning annual leave entitlement.

The following provisions of the 1996 Master Agreement shall not apply to the bargaining units of the Auditor General's Department:

- A. Article 6, House of Work, Section 8.
- B. Article 28, Discharge, Demotion, Suspension, and Discipline, Sections 7 and 8. This subject matter is specifically addressed by separate agreements applicable to the Department's bargaining units.
- C. Article 37, Grievance and Arbitration/Standard Grievance Procedure, Section 4. This subject matter is addressed in a separate agreement applicable to the Auditor General's bargaining units.
- D. Article 43, Preservation of Bargaining Unit Work.
- E. Article 44, Temporary Pool Employees.

The parties also agree to the following provisions applicable to the Auditor General's Bargaining units:

### **Notification of Vacancies**

The Employer agrees to notify the field personnel of all vacancies which the Employer is obligated to post by the requirements of an existing labor agreement as follows:

Notification of an existing vacancy in a region for which a member of the bargaining unit is eligible will be mailed directly to the employee's home and a copy to a person designated by the Union in the affected region. Copy of such notice will be sent to the president of the Union Local which represents employees covered by this Appendix. The president's copy shall include a list of employees to whom the notice was sent.

Employees applying for the posted vacancy shall be notified in writing when such vacancy has been filled.

### **Payroll Checks**

The Employer agrees to mail payroll checks to the employee by the Wednesday of the week the payroll check is due, provided payroll checks are delivered to the Employer as scheduled. In the event a holiday occurs on such Wednesday, the payroll check will be mailed the previous day provided payroll checks are delivered to the Employer as scheduled.

### **Meal Expenses**

Employees who are required by the Employer to travel at least 15 miles from their normal work site as measured by the shortest regularly traveled route and whose work assignment requires that they remain away from said normal work site during their normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50, including sales tax. This allowance for subsistence

requires no receipts or other accounting. However, it is not a flat allowance and only amounts actually expended may be claimed.

### **Seniority**

Seniority units for promotions for the bargaining units in the Auditor General Department are determined as follows:

1. Clerical Services Unit - the seniority unit will be by classification in the established departmental installation where the employee is employed.
2. Building Services Unit - The seniority unit will be by classification in the established departmental installation where the employee is employed.
3. Inspection and Investigation Unit - The seniority unit will be by classification, by bureau, and restricted to the region wherein the employee resides.
4. Fiscal Auditing Unit - The seniority unit for those bureaus having a full staff permanently in Harrisburg, will be by classification, by bureau, in the established departmental installation at Harrisburg. The seniority unit for all others will be by classification by bureau in the region wherein the employee resides.
5. Corporation Tax Officer Series - The seniority unit will be by classification, by bureau, in the established departmental installation where the employee is employed.
6. The regions referred to in (3) and (4) above shall be in accordance with the region designations established by the department.



When the Employer determines that a furlough is necessary within a seniority unit in the Clerical Services Unit or the Building Services Unit, the employees will be furloughed in the inverse order of Bargaining Unit seniority.

Employees affected by furlough who have the requisite seniority and skill and ability shall bump laterally or down in the following manner as set forth in Article 29, Section 7.

- a. If an employee is affected by furlough the employee shall bump down into the next lower classification within the classification series within the same geographical and organizational limitation as the seniority unit, provided the employee has more bargaining unit seniority than the employee with the least bargaining unit seniority in that classification and has the requisite skill and ability. If such a bump is not available, the employee shall bump into any other lower classification in the same classification series using the same procedure.
- b. If the affected employee is unable under (a) above to bump into a lower classification the employee shall bump laterally or down into any other classification previously held within the bargaining unit but within the same geographical and organizational limitation as the seniority unit, using the seniority procedure specified in (a) above. If such a bump is not available, the employee shall bump into any other lower classification in the classification series of the position previously held using the same procedure.
- c. If the affected employee is unable under (a) and (b) above to bump into a position, the employee shall bump laterally or down into any classification previously held within any bargaining unit included in this

Appendix but within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring using the seniority procedure specified in (a) above. If such a bump is still not available, the employee shall bump into any other lower classification of the classification series of the position previously held using the same procedure.

- d. If the affected employee is unable to bump into any position as provided in (a), (b), and (c) above, the employee shall be furloughed.
- e. Where the need for furlough can be reasonably anticipated, the Employer will notify the Union one month in advance of any impending furlough.

When the employer determines that a furlough is necessary within a seniority unit in the Inspection and Investigation, Fiscal Auditing or the Corporate Tax Officer Series Units, employees will be furloughed in the inverse order of Bargaining Unit seniority. Employees affected by furlough who have the requisite seniority and skill and ability shall bump in the following manner rather than in accordance with Article 29, Section 7.

- a. If an employee is affected by furlough the employee shall bump down into the next lower classification within the classification series within the same geographical and organizational limitation as the seniority unit, provided that the employee has more Bargaining Unit seniority than the employee with the least Bargaining Unit seniority in that classification and has the requisite skill and ability.

If such a bump is not available, the employee shall bump into any other lower classification in the same classification series using the same procedure.

- b. If the affected employee is unable under (a) above to bump into a lower classification, the employee shall bump laterally or down into any other classification previously held within the bargaining unit but with in the same geographical and organizational limitation as the seniority unit using the seniority procedure specified in (a) above. If such a bump is not available, the employee shall bump into any other lower classification in the series of the position previously held using the same procedure.
- c. If the affected employee in the Fiscal Auditing Unit, including the Corporate Tax Officer series or the Inspection and Investigation Unit is unable under (a) and (b) above to bump into a position, the employee shall bump laterally or down into any classification previously held within the bargaining unit in any Bureau but within the same geographical and organizational limitation as the seniority unit using the same procedure. If such a bump is not available, the employee shall bump into any other lower classification in the classification series of the position previously held using the same procedure.
- d. If the affected employee is unable under (a), (b) and (c) above to bump into a position, the employee shall bump laterally or down into any classification previously held within any bargaining unit included in this Appendix but within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring using the same

procedure specified in (a) above. If such a bump is still not available, the employee shall bump into any other lower classification of the classification series of the position previously held using the same procedure.

- e. If the affected employee is unable to bump into any position as provided in (a), (b), (c), and (d) above, the employee shall be furloughed.
- f. When the need for furlough can be reasonably anticipated, the Employer will notify the Union one month in advance of any impending furlough.

### **Field Auditors, Public Assistance Investigators and Liquor Store Examiners**

Employees classified as Auditor I, Public Assistance Investigator I, or Liquor Store Examiner I will be given consideration for promotion to the II-level of their respective classification after 6 months and prior to 24-months of employment, if the employee's work performance, and personnel record is satisfactory to the Employer.

The promotion will become final upon satisfactory completion of the six- month probationary period.

Should the Employer determine that an employee's work performance and personnel record are not satisfactory for purposes of promotion, the employee may appeal the decision to the Employer for reconsideration. The Employer's decision on reconsideration will be final and not subject to grievance procedures.

### **Starting Pay Scale**

In recognition of the General Pay scale negotiated between the Commonwealth of Pennsylvania and the Union and in consideration of the Employer's need to

recruit new employees of special qualifications, it is specifically agreed by the Employer and Union that the Employer shall have the right to hire new employees above the starting level for a specified pay group, based upon that employee's education, experience, and other special qualifications, and as determined by the Employer in its sole and absolute discretion.

### **Subcontracting**

The Department of the Auditor General will not contract out bargaining unit work unless the employees do not have the skill or equipment to perform such work.

This agreement will not apply to the GAAP Audit, the Single Audit, Training, and computer hardware and software maintenance, upgrading, and development.

Also exempt from this provision are those audits where third parties contract for audits or parts of audits where the Department of the Auditor General shares audit responsibilities.

### **Alternate Work Schedules**

The alternate work schedule agreement of understanding signed November 1, 1995 by representatives of AFSCME, Council 13, Local 972 and the Department of the Auditor General is incorporated as a provision of this agreement for the term of this agreement.

### **Alternate Discipline**

The Department will institute alternate discipline for time and attendance misconduct.

Letters of degree, consistent with the progressive discipline method, will be issued to employees who do not adhere to the time and attendance policy of the Department.

The letters will have the same effect as either a one, three, or five day suspension, and will be used as evidence

of progressive discipline in any internal or external proceeding.

### **Internal Investigation**

Where a complaint or a preliminary investigation results in the opening of an "official review" of the activities of an employee and an interview of that employee by the Bureau of Special Investigations occurs that employee will be informed when the "official review" is completed. The investigative report produced as a result of the "official review" will not be released to the employee, however, the employee will be informed of the report's recommendation, and whether the recommendation will be followed. When an employee is interviewed in the course of an "official review" the investigator will disclose the nature of the allegations at the beginning of the interview and inform the employee of the entitlement to union representation if the employee reasonably believes the information could result in the imposition of discipline. It is the policy of the Department of the Auditor General to inform an employee of an "official review" existence not later than 12 months after the opening of that "official review". It is the intent of the Department of the Auditor General to conclude "official reviews" as timely as practical.

### **Sick Leave Bank**

The agreement of understanding signed in March of 1991 and agreed to by representatives of AFSCME, Council 13, Local 972 and the Department of the Auditor General is incorporated as a provision of this agreement for the term of this agreement.

The policy and procedures of Appendix 900-e (Sick Leave Bank) of the Department of the Auditor General's Policy and Procedure Manual in effect July 1, 1996 shall govern the operation of the Sick Leave Bank, unless the

parties mutually agree to modification of that provision, for the term of this agreement.

### **Health & Safety Committee**

The Department of the Auditor General and the members of the Union (AFSCME, Council 13, Local 972) shall agree to establish a committee to study Health and Safety issues within the Department.

### **Career Opportunities Committee**

The Department of the Auditor General and the members of the Union (AFSCME, Council 13, Local 972) agree to establish a committee to study Career Opportunities within the Department.

### **Inclement Weather**

The inclement weather policy shall remain the same for the term of this agreement.

It is understood that execution of this letter of agreement constitutes the acceptance by the parties of the 1996 Master Agreement's provisions as modified herein and evidences the parties intent to bind the bargaining units of the Auditor General's Office to these provisions for the term of the 1996 Master Agreement. It is further understood that this letter of agreement represents the results of negotiations pursuant to the terms of the Public Employee Relations Act and represents the full and complete understanding regarding all subjects of bargaining within Section 701 of that Act for the term agreed upon in Article 45 of the 1996 Master Agreement. This agreement shall be effective immediately and the provisions adopted herein shall be deemed to have taken effect July 1, 1996.

## **APPENDIX R STATE SYSTEM OF HIGHER EDUCATION UNITS**

The term "Employer" refers solely to the State System of Higher Education for employees in this unit. The provisions of this Appendix shall apply to all employees of the State System of Higher Education who are covered by this Master Agreement. The provisions of any other Appendix shall not apply to employees of the State System of Higher Education, and any specific language in this Appendix supersedes language on the same subject in the Master Agreement provisions.

### **Cash Responsibility**

Any employee handling cash shall be held responsible provided:

1. Each employee is given an individual cash drawer or its equivalent and is the only employee empowered to add or remove cash from said drawer or its equivalent.
2. The key with which to lock the drawer or its equivalent is made available to the employee for use when the cash drawer or its equivalent is unattended.
3. Each employee is given the opportunity to count the cash at the beginning and close of the shift.

### **Meal Expenses**

Employees who are required by the Employer to travel at least 15 miles from their normal worksite, as measured by the shortest regularly traveled route, and whose work assignment requires that they remain away from said normal worksite during their normal lunch period, shall be



reimbursed for out-of-pocket lunch expenses, not to exceed \$3.50, including sales tax. These allowances for subsistence require no receipts or other accounting.

### **Notification of Absence**

In the event that illness or any other situation requires the employee's absence from scheduled work, the employee will notify the immediate supervisor or any other individual, designated by the Employer, of the impending absence. If the immediate supervisor or designated individual is unavailable, notification to any available supervisor at the worksite will suffice. This notification shall take place within the time period established at the campus and/or System level, and receipt of such notice shall not imply approval of the leave requested.

### **Travel Expenses**

Travel expenses shall be paid in accordance with the Commonwealth's existing Travel Expense Regulations.

The Employer will provide transportation to all field worksites whenever a University vehicle is available.

Hours of work for those employees who are required by the Employer to travel to and from the worksite by transportation provided by the Employer shall commence at the time of embarkation and shall cease at the time of debarkation into and out of the transportation provided by the Employer.

In accordance with existing travel regulations and upon request of the employee, the Employer will give a cash advance to cover expenses related to training.

### **Labor-Management Committees**

Labor-management committees, either at the campus or system level, shall meet at the request of either party at mutually convenient times. The party requesting the meet-

ing shall provide a tentative agenda for discussion. Each party will provide a timely response to the other with regard to the recommendations discussed during the meeting. While the Employer agrees to consider any Union recommendation submitted as a result of such meeting, the Employer reserves the right to implement whatever action it deems appropriate, if any.

Although no University is required to keep a stenographic record of labor-management meetings, when the University does provide a stenographer for the meetings, the University shall provide the Union with a copy of the minutes within ten (10) working days. The Union shall have five (5) working days to make corrections unless an extension is requested in writing by the Union.

### **Work Hours/Alternate Work Schedules**

The following language shall apply in lieu of Article 6, Sections 5 and 8:

Work schedules showing the employees' shifts, work days and hours shall be posted on applicable departmental bulletin boards. Except for emergencies, changes will be posted two weeks in advance. Where changes that effect more than one employee are to be made by the Employer for other than emergency reasons, or where schedules are to be adopted for new programs, the Employer agrees to meet and discuss with the Union prior to the implementation of such changes or schedules. Where changes are to be made by the Employer that only affect one employee, the Employer is required only to notify the Union of the schedule change and if requested, the Employer agrees to meet and discuss regarding the change of schedule.

Each University and their local Union may discuss and establish alternative methods of scheduling. Any disputes at the local level concerning the establishment of alternate work schedules may be taken by either party to a System-

Wide meet and discuss. If this matter cannot be resolved at meet and discuss, the dispute may be submitted to advisory arbitration where the burden of proof shall be upon the Union. The tripartite advisory arbitration panel will consist of one representative of the State System, one representative of AFSCME Council 13 and a mutually agreed upon arbitrator.

Alternate work schedules shall not be approved if they result in one of the following:

- a. An increase in the costs of operation
- b. An increase in the current complement
- c. An affect on the University's ability to meet criteria for accreditation.
- d. An adverse impact on the efficiency of affected operations or standards of service.

The University or AFSCME may cancel a previously agreed-upon alternate work schedule upon 30 days notice to the other party.

### **Scheduling of Leave**

If an Employer can determine that a requested leave is not going to be approved before the end of the selection period, the Employer will notify the employee so that another selection can be made.

### **Liability Coverage and Legal Defense**

The Employer shall provide liability coverage and legal defense as detailed in Title 4 Pennsylvania Code Chapter 39 and Management Directive 205.6 and 630.2.

### **Essential Employees**

By October 1, 1996, each University will provide the local union with a list of positions generally deemed to be

essential when the university is closed due to snow and/or ice. By October 1 of subsequent years, the university will provide the local union with any changes to the previously-supplied list. The local union may request to meet and discuss on this matter.

### **Job Postings and Promotions**

In those cases where the Employer chooses to include a brief description of the job when posting a job vacancy, the Employer shall attempt to avoid the use of overly technical jargon in describing the duties to be performed.

Upon written request from the appropriate Union President or designee, the Employer agrees to provide the name of the person promoted or working out of class in those classifications encompassed within the Clerical, Administrative and Fiscal Bargaining Unit under the following circumstances: (1) Promotion under the procedures specified in Article 29, Section 5; or (2) Assignment of out-of- classification work under the provisions of Article 27, Section 3.

### **Emergency First-Aid Services**

The Employer shall, upon request of the Union, meet and discuss concerning the providing of emergency first-aid services, first-aid kits, first-aid training and ambulance services at various worksites.

### **Certified Auto Mechanics**

A certified inspection mechanic shall not be required by the Employer to place an inspection sticker upon a vehicle which due to vehicle deficiencies cannot legally pass inspection. No mechanics shall be subject to discipline for refusing to place an inspection sticker upon a vehicle which cannot legally pass inspection. It is understood, however, that a mechanic who refuses to pass a vehicle for inspection

will be held responsible for that determination. The Employer agrees to meet and discuss on the impact and application of legislation affecting Auto Mechanics that may be enacted during the term of this Agreement.

### **Advance Notice of Overtime for Pre-scheduled University Activities**

Upon request of the Union, the University will meet and discuss with the Local Union at the beginning of the Academic Year to identify special University events that may require overtime.

The University will attempt to give four (4) working days notice of mandatory overtime assignments in connection with those events which are identified during this meet and discuss provided the need for overtime can reasonably be anticipated. This provision does not alter Article 20, except as provided herein.

### **Holidays**

At the 14 institutions of the State System of Higher Education, the following days shall be recognized as holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

The remaining five holidays shall be scheduled by the administration of these institutions during the time on the academic schedule when an institution is not at full operation.

The matter of rescheduling minor holidays shall be resolved on a meet and discuss basis at the 14 institutions of the State System of Higher Education.

An employee shall earn a minor holiday provided the employee was in an active pay status on the last half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately subsequent to the actual day the minor holiday is celebrated as provided for in Article 10, Section 1. If a minor holiday occurs while employees are on leave without pay under Article 17, Section 3, they shall be paid for the minor holiday provided they were in active pay status the last half of their scheduled work day immediately prior and the first half of their scheduled work day immediately subsequent to the leave without pay. An employee who earns a minor holiday and subsequently terminates employment prior to taking the rescheduled day off with pay, shall be compensated for such holiday. In the event the earning of a holiday is anticipated and an employee terminates employment prior to actually earning the anticipated holiday, such employee shall reimburse the Employer for the holiday taken but not earned.

Payment specified in Article 10, Section 6 shall be applicable only if the employee works on the day on which the minor holiday has been rescheduled.

### **Assignment of Equipment**

Equipment will be assigned on a fair and equitable basis taking into consideration the following: (1) classification seniority of the Equipment Operators at the worksite, (2) certifications held by the operators, and (3) variables relating to individuals and equipment. While the efficiency of the operation will remain of paramount importance in the assignment of personnel to equipment by the Employer, equipment shall not be assigned in a manner that is punitive or inconsistent with the provisions of Article 31.

The working area in which this seniority will be applied will be jointly determined at the campus level.

If an employee is assigned to operate a Commonwealth vehicle which the employee believes is unsafe, the employee shall immediately bring the matter to the attention of his/her immediate supervisor. The supervisor will investigate the employee's claim and make a determination as to the operability/safety status of the involved vehicle. The employee will be expected to obey the direction of the supervisor on such matter with the understanding that a grievance may be filed over any continuing dispute in this regard.

### **Vending Machines**

The local Union shall have the right to place vending machines on University property. The locations shall be decided at local labor-management meetings. AFSCME will assume all costs associated with the operation, maintenance and installations of the machines AFSCME places consistent with present practices. As an alternative, AFSCME may negotiate with the campus organization that currently has jurisdiction for the vending machines regarding campus-wide profits from the machines.

### **Representation on University Committees**

The parties agree that AFSCME representation should be included on some University committees. However, due to the great diversity of committees in existence on the various University campuses a definite list of committees appropriate for AFSCME representation cannot be established.

If AFSCME is refused representation on university committees that include representatives of other employee organizations that impact AFSCME unit working conditions, it shall attempt to resolve this issue at the University level meet and discuss. If AFSCME is unable to resolve this issue at the University level, it shall be a proper item for discussion with representatives of the Chancellor.

### **AFSCME Union Label**

At Universities where local Union officials are permitted to publish Union documents and materials on University machines, they shall be allowed to use the official AFSCME Union Label on such publications. The State System agrees to permit the AFSCME Union Label to be used on material prepared for the Labor Studies Program at Indiana University of Pennsylvania and materials prepared at any other University involved in the IUP Labor Studies Program.

### **Blood Donor Plan**

In order to encourage employees to donate blood at least four (4) times a year, the Employer shall grant up to four (4) hours of Administrative Leave in each calendar year for this purpose.

For extenuating circumstances requiring the need for additional donation by the employee, the University will look at each situation separately.

### **Equipment Operators**

Bus driving duties shall be classified under category "B" for Equipment Operators. Employees who are assigned bus driving duties shall receive "Out of Class" pay as "B" Operators providing they meet the criteria contained in Article 27, Section 3, of this Agreement.

### **Orientations**

AFSCME's designated representative shall be given a place on the agenda at the initial University-wide orientation for new employees covered by AFSCME Bargaining Units.

### **Temporary Employee Pool**

It is acknowledged that the Commonwealth has a program entitled "Temporary Pool Employees" that currently



exists in Dauphin County and will soon be expanded to Allegheny County. The parties recognize that since there are no State System Universities located in these counties, this program as it currently exists does not apply to the State System. However, should the Commonwealth expand this program to include counties in Southeast PA, the parties agree to meet and discuss over the applicability of this concept to the State System Universities located in that area.

### **Temporary Employees**

The following language shall apply in lieu of Article 29, Section 20 as it relates to temporary employees:

Active full-time temporary employees will have preferential rights according to Master Agreement seniority to bid and be selected for permanent vacancies that occur in the same classification that they hold except in the following instances:

- (1) Where the job requires highly specialized skill, training and expertise.
- (2) Where a permanent employee has exercised their rights as outlined in Article 29, Section 5.
- (3) Where a permanent employee has applied for the position and it is determined that their qualifications for the position are equal to or greater than the temporary employees who have applied.

Seniority for temporary employees shall accrue as outlined in Article 29, Section 1.b.

In those cases where an active full-time temporary employee is selected for the position, the provisions of Article 28, Section 5 shall become applicable effective with the date of appointment to the permanent position except where the temporary employee has fewer than 90 days of accrued seniority and that employee shall serve a nine (9)

month probationary period.

This language does not apply to students who have been hired as temporary employees in classification titles covered by the Master Agreement.

This language does not apply to those classifications where there is an under-representation of persons in the protected classes and is in conflict with the University's affirmative action plan.

### **Tuition Waiver**

Effective with the start of the Fall Semester of 1994, the SSHE/UNIVERSITIES shall modify their tuition waiver policy which shall supersede all prior University and/or Board of Governor policies and shall establish a uniform policy for all State System of Higher Education employees covered by the Master Agreement as follows:

1. Total waiver of tuition for eligible employees at the University where employed. This waiver shall be applicable for undergraduate credits not to exceed 128 undergraduate credits and shall be on a "space available" basis as certified by the appropriate management authority. The total number of undergraduate credits that may be taken shall be limited to a maximum of 6 credits per semester and must be taken during non-working hours.
2. Total waiver of tuition for children of eligible employees at the University where the employee is employed. This waiver of tuition shall be applicable until the children obtain the first undergraduate degree or until the children reach the age of twenty-five (25), whichever occurs first, and shall be on a "space available" basis as certified by the appropriate management authority.

3. Total waiver of tuition for spouses of eligible employees at the University where employed. This waiver shall be applicable to the employee's spouse until he/she obtains his/her first undergraduate degree and shall be on a "space available" basis as certified by the appropriate management authority.
4. This waiver of tuition at the University where the eligible employee is employed shall be applicable until the children obtain the first undergraduate degree or until the children reach the age of twenty-five (25), whichever occurs first. This waiver of tuition shall continue to the limits stated above in the event the eligible employee, after fifteen (15) or more years of service, exclusively within the State System of Higher Education, becomes permanently disabled or dies.
5. The tuition waiver shall continue to the limits stated in No. 4 above for eligible employees who meet all of the following conditions:
  - a. retires on or after July 1, 1995, (except for those annuitants who are now vested under a University policy); AND
  - b. is at or above superannuation age; AND
  - c. has fifteen (15) or more years of service, exclusively within the State System of Higher Education at the date of retirement.

The percentage of tuition waiver applied to Sections 1 through 5 above for eligible employees who begin employment with the State System after July 1, 1996 will be 75%.

If an employee becomes eligible after the commence-

ment of the semester, tuition waiver will begin with the commencement of the next semester.

Tuition waiver shall be discontinued upon placement in an inactive pay status or termination of employment. If such inactive pay status or termination takes place during a semester, the waiver shall be extended until the end of that semester. Termination shall mean the severance of the employer-employee relationship whether by resignation, dismissal, furlough or otherwise.

The following definitions apply to tuition waiver benefits:

“Eligible employee” shall be defined as any permanent full-time employee with regular status, in active pay status.

“Tuition” shall be defined as the basic charge established by the Board of Governors to supplement state appropriations in support of instruction and instructional services at a State System University. Tuition waiver applies only to the basic charge and not to other fees such as room and board fees, student union and activity fees, orientation fees, instructional/educational fees, etc.

“Where employed” is defined to mean the local university to which the employee is appointed. For employees in the Office of the Chancellor, where employed is defined as any of the fourteen universities

“Semester” for the purpose of this document is defined to include Fall, Spring and Summer School. All other sessions are deemed to be included in one semester or another.

### **Preservation of Bargaining Unit Work and Contracting Out**

These guidelines shall serve to embody the Agreement reached between the State System of Higher Education and the American Federation of State, County and Municipal Employees (AFSCME) concerning the contracting out of bargaining unit work performed as of January 1, 1994 by employees in rank and file units represented by AFSCME

at the particular University affected. The procedures herein shall supersede those contained in Article 43 of the Master Agreement.

1. Prior to the award of any outside contract to undertake work within the scope of the work specified above, the university shall notify in writing the AFSCME chapter president and the AFSCME council director of its intent to contract out such work. Simultaneously, copies of such notice shall also be provided to the AFSCME Council 13 subcontracting director for informational purposes.
  - A. Such written notice shall state the length, purpose, rationale, and estimated cost of the intended contract.
  - B. For contracts in excess of \$5,000, AFSCME shall be allotted thirty (30) calendar days from the date of notice set forth in 1.A above, in which to comment and/or meet and discuss with university management with respect to a particular contract. At such time, AFSCME may request, and the University shall provide cost information with respect to the contract in question. Time limits may be extended or reduced by mutual agreement as circumstances dictate.
  - C. After notification, should AFSCME request to meet and discuss on a particular contract for the purpose of exploring alternatives to the proposed contract, the union must provide specific information on how the work can be accomplished with existing personnel and provide for a reasonable cost savings or improved delivery of service.

2. For contracts of a recurring and/or on-going nature, the University shall present such contracts semi-annually at local meet and discuss with AFSCME.
3. It is recognized that in certain emergency situations, it may not be possible to follow the procedures outlined above. In such instances the University shall, within 48 hours of the occurrence, notify the local AFSCME chapter president of the existence of the emergency and the contract.
4. The employer agrees not to contract out bargaining unit work which would result in the layoff or downgrading of an employee or prevent an available qualified employee from being recalled to work except for legitimate operational reasons resulting in reasonable cost savings or improved delivery of service.
5. This agreement will not be construed so as to prevent non-bargaining unit state employees from performing bargaining unit work for the purpose of instruction, illustration, lending an occasional hand or in emergency situations to carry-out the functions and programs of the State System or maintain the Employer s standard of service.
6. In the event there is no common understanding reached during campus meet and discuss, the contract may be implemented and the matter may be referred to the Office of the Chancellor and AFSCME Council 13 for further discussion. Should the dialogue on a system level fail to resolve the matter, AFSCME Council 13, may, within 15 calendar days of the system level meeting, submit a grievance to arbitration. The parties shall by mutual agreement select three persons

to serve as arbitrators to hear disputes arising from this agreement. A case shall be assigned to one of the arbitrators on a rotational basis. The initial order of rotation shall be alphabetical based upon the last name of the arbitrators selected. The arbitrator shall render a binding decision.

7. The Employer and the Union acknowledge the above represents the results of negotiations conducted under and in accordance with the Public Employee Relations Act and constitutes the full and complete understanding regarding the issues of contracting out and transfer of bargaining unit work.

### **Alternative Discipline**

The alternative discipline program implemented by the parties on January 1, 1994 for situations involving time and attendance and poor work performance will continue. Alternative discipline differs from traditional progressive discipline in that Level 1 and Level 2 letters are issued to employees in lieu of suspensions without pay.

### **Grievance Procedure**

The language outlined below replaces Articles 37 and 38 of the Master Agreement.

1. Where an employee has the right to process a grievance through either the procedure provided herein or through the Pennsylvania Civil Service Commission and files an appeal with the Commission, either the contract grievance procedure shall cease, if the employee has submitted a contract grievance, or the employee shall not be entitled to institute proceedings under the contract grievance procedure. If the appeal to the Commission is with

drawn by the employee or not accepted by the Commission within the time limits prescribed in Point #2, the processing of a timely filed contract grievance shall be permitted.

2. Any grievance or dispute which may arise concerning the application, meaning or interpretation of this Collective Bargaining Agreement shall be processed in the following manner:

**Step 1.** The employee, either alone, or accompanied by the Union Representative, or the Union Representative, where entitled, shall present a written grievance to the employee's immediate supervisor within fifteen (15) working days of the date of its occurrence giving rise to the dispute, or when the employee knew or by reasonable diligence should have known of the occurrence. The supervisor shall attempt to resolve the matter and report a decision, in writing, within five (5) working days of its presentation. Grievances involving discharge, suspension and/or continuing liability shall be filed directly to Step Two.

**Step 2.** The employee, either alone, or accompanied by the Union Representative, or the Union Representative, where entitled, shall present the grievance in writing to the respective University Labor Relations designee or the Chancellor's Office within fifteen (15) working days after the supervisor's response is due UNLESS the grievance is submitted directly to Step Two. In those cases, the grievance must be submitted within fifteen (15) working days of the date of its occurrence or when the employee knew or by reasonable dili-



gence should have known of the occurrence.

In addition, in order for a grievance to be discussed at Step 2, the respective University Labor Relations designee or the Chancellor's Office must have received a written confirmation of the grievance at least fifteen (15) working days prior to the Step 2 meeting. This period may, however, be extended by mutual agreement. In the case of discharge or continuing liability grievances, such grievances may be discussed at the Step 2 meeting provided three (3) calendar days notice has been given.

The parties agree the respective University Labor Relations designee or the Chancellor's Office and the Union counterpart must schedule and meet on a monthly Step 2 basis, if necessary, in order to attempt to resolve all outstanding grievances. At the Step 2 meeting, the parties will advise each other of all of the then known facts, including witnesses, and furnish copies of relevant reports or investigations upon which the party will rely in proving and/or supporting its respective position. Any agreed upon final settlement of a grievance in Step 2 shall be reduced to writing and signed by the Union, and respective Labor Relations designee. Decisions at Step 2 shall not be used as a precedent for any subsequent case.

After the Step 2 meeting has been held and the then known and to be relied on information discussed, the respective Labor Relations designee must, if the case is not settled at this point, make a written disposition of the matter to the Union within fifteen (15) working days from the date of the Step 2 meeting.

**Step 3.** If the disposition of the matter by the respective Labor Relations designee is not satisfactory, or a response has not been received from Step 2, the Union shall have fifteen (15) working days after the Employer's response is received or due, to appeal the decision by filing its grievance with the appropriate Joint Area Committee for State System referred to in Article 1 of the Rules of Procedure agreed upon by the State System and AFSCME. Such submission, in a form to be established by the Committees, shall be made in writing and shall be filed in accordance with the established procedures.

Failure of the Union to submit grievances to the appropriate Joint Area Committee shall be cause for the State System to consider the matter "settled and withdrawn". Any later discovered or developed evidence, not disclosed to the other party at the Step 2 meeting will be submitted to the other side as soon as practical after discovery and/or development, but in no event later than 48 hours before the Step 3 hearing. (See the State System/AFSCME Rules of Procedure, Article 4, Section 3 for exceptions),

The Committee at Step 3 shall have the right to hear testimony from both parties, investigate all facts and render a final and binding decision. Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered.

The Committee shall neither add to, subtract from, nor modify the provisions of this Agreement. The Committee shall be confined to the precise issue submitted and shall have no authority to determine

any other issues not so submitted.

Decisions regarding matters of contractual interpretation made by a Joint Area Committee shall serve as precedent with respect to future issues of an identical nature. If the Joint Area Committee is unable to reach a decision of majority vote, the matter will be considered "deadlocked".

**NOTE:** Grievances arising from employees covered by the Master Memorandum shall cease after the third step with the exception of those outlined in the Memorandum.

**Step 4.** An appeal from a deadlocked decision at Step 3 may be initiated by the State System, or the Union, by written notice to the Co-Chairperson of the Committee of that party's intent to proceed to arbitration. This notice must be sent within fifteen (15) working days after the deadlocked decision from Step 3.

**Arbitration:** Three (3) impartial arbitrators (umpires) shall be selected by agreement between the parties. The impartial arbitrator(s) will be rotated and shall hear all cases submitted to arbitration through this procedure. Cases shall be rotated among the umpires as follows:

- (1) After initial agreement is reached on the three umpires, their placement on the rotation list will be determined by lottery.

- (2) Each case that is submitted for arbitration will be assigned to one of the umpires on a rotating basis according to the date and order in which the case appeared on the Area docket. If the case was not heard by the Area Committee, the case will be assigned in order of the date it was submitted to Step Three.
- (3) If a case is submitted for arbitration but with drawn or settled prior to the hearing date, the arbitrator assigned to that case will be selected for the next unassigned case.
- (4) If an arbitrator is removed from rotation, the replacement arbitrator shall assume the removed arbitrator's placement on the rotation list including assignment of any unheard cases originally assigned to the removed arbitrator.

An impartial arbitrator shall be removed at the request of either party. If an arbitrator is removed from the list, the parties will attempt to reach agreement concerning a replacement. If no agreement on a replacement is reached within 30 calendar days after the arbitrator is removed, the parties shall request a list of seven (7) arbitrators from the Bureau of Mediation. The striking procedures outlined in Act 195 shall be used.

Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered. Decisions rendered by any Commonwealth Joint Area Committees or Joint State Committees

shall not be used as a precedent in the State System AGP Procedure, including arbitration, but such decisions may be used by either party for purposes of argument in arbitration.

The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement. The arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted.

A decision by the arbitrator shall be final and binding on both parties. The arbitrator shall be required to issue a decision within thirty (30) days after the close of the hearing.

**Time Limits:** All of the time limits contained herein may be extended by mutual agreement. The granting of any extension at any step shall not be deemed to establish precedence.

**Costs:** Each party shall bear the costs of preparing and presenting its own case. All fees and expenses of the arbitrator shall be divided equally between the parties, except where one of the parties of this Agreement request a postponement of a previously scheduled arbitration meeting which results in a postponement charge. The postponing party shall pay such charge unless such postponement results in a settlement of the grievance in which event the postponement charge shall be divided by the parties.

A postponement charge resulting from a joint postponement request shall be shared equally by the parties.

Either party desiring a record of the proceed-

ings shall pay for the record and make a copy available without charge to the arbitrator. If the party who did not request the transcript subsequently desires a copy, the parties will jointly share all fees associated with producing and reproducing the transcript.

3. An employee shall be permitted to have a representative of the Union present at each step of the grievance procedure up to and including Step 3; subject, however, to Section 606, Article VI of the Public Employee Relations Act.

Upon request by an employee or Union representative, a grievance meeting will be postponed or rescheduled, if necessary, if a Union Representative is temporarily unavailable to the employee. Where this occurs, the time limits for response to the grievance will be suspended during the postponement period.

**Stewards:** Employees selected by the Union to act as Union representatives shall be known as stewards. The Union (District Councils) shall furnish the Division of Employee and Labor Relations, Office of the Chancellor (State System), with the names and work locations of grievance representatives within ten (10) working days of their selection and shall notify the State System of any changes within the same time frame.

**Lost Time:** A reasonable number of witnesses, when required to attend Joint Area Committee meetings because of the State System's refusal to

accept that witnesses' written statement as provided in these rules, shall be allowed to attend a grievance meeting without loss of pay.

Grievants shall be treated in exactly the same manner as witnesses under this procedure.

An employee who either presents a grievance before the Committee or sits on the panel shall do so with pay provided the Union has indicated its desire to have that person participate in the procedure. The number of employees so designated shall not be abused, and the Union will make every effort to fully utilize all individuals designated as participants by having presenters also serve as panel members whenever feasible. (The March 22, 1993 side letter regarding this language remains in effect).

**System Wide Grievances:** The Union may present grievances concerning System-wide actions directly to Step 3 within fifteen (15) working days of the date of the occurrence or the date when the Union knew or by reasonable diligence should have known of its occurrence. However, a representative from AFSCME Council 13 will meet with the official Office of the Chancellor designee prior to any hearing on such grievances in order to resolve any factual disputes relating to such System-wide grievances.

4. The parties agree to implement two Sectional Joint Area Committees comprising the following State System locations:

**Eastern Joint Area Committee:** Bloomsburg, Cheyney, East Stroudsburg, Kutztown, Mansfield,

Lock Haven, Millersville, Shippensburg, West  
Chester, Chancellor's Office

**Western Joint Area Committee:** California,  
Clarion, Edinboro, Indiana, Slippery Rock

The Joint Area Committees will function under  
the Rules of Procedure as agreed upon by the par-  
ties in June 1994.



## **APPENDIX S**

### **PENNSYLVANIA HIGHER EDUCATION ASSISTANCE AGENCY UNIT**

#### **Clerical, Administrative and General Services**

The term "Employer" refers solely to the Pennsylvania Higher Education Assistance Agency for employees in this unit. Service in the Pennsylvania Higher Education Assistance Agency will not constitute service under any other "Employer" under this Agreement except for purposes of determining the rate of earning annual leave entitlement. Employees entering or leaving the Pennsylvania Higher Education Assistance Agency shall be permitted to transfer their unused annual leave, personal leave and sick leave up to the allowable limits, earned before the transfer occurred, provided the gaining or losing agency allows the transfer of such leaves. Employees entering or leaving the Pennsylvania Higher Education Assistance Agency from and to agencies which do not permit the transfer of unused annual leave and personal leave shall be compensated in a lump sum for such leave prior to entering or leaving the Agency. Present practices concerning the transfer of sick leave accumulation in those agencies will continue.

#### **MEAL EXPENSES**

Employees who are required by the Employer to travel at least 15 miles from their normal work site as measured by the shortest regularly traveled route and whose work assignment requires that they remain away from said normal work site during their normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50 including sales tax. These allowances for subsistence require no receipts or other accounting. However, they are not flat allowances and only amounts expended may be claimed.

## **WORK WEEK**

The work week for the Computer Operations Section consists of any five days within a consecutive seven calendar day period.

## **GRIEVANCES**

An appeal from an unfavorable decision at Step II shall be presented by the employee or Union representative to the Senior Vice President within the time frames provided for in Step III, Article 37, Grievances and Arbitration/Standard Grievance Procedure. The response to the employee and Union representative within 15 working days after receipt of the appeal shall constitute a combined third and fourth step reply.

This expedited procedure shall not be applicable to grievances presented in accordance with Section 3, Article 37, Grievance and Arbitration/Standard Grievance Procedure, which provides that the Union may present grievances concerning agency-wide decisions directly to Step III within 15 working days of the date of the occurrence or the date when the Union knew or by reasonable diligence should have known of its occurrence. If unsatisfactorily resolved in Step III, Step IV may then be utilized.

The parties agree, during the term of this Agreement to examine the possibility of applying the provisions of Article 38, Grievances and Arbitration/Accelerated Grievance Procedure.

## **JOB DESCRIPTIONS AND POSTED JOB NOTICES**

The Employer agrees to update employees job descriptions annually in conjunction with the preparation of each employee's Annual Performance Evaluation Report.

The Employer agrees to include a brief description of the principal duties ordinarily associated with positions being

filled when posting notices referencing specific vacancies are posted. This description of duties is intended to provide prospective applicants with basic information regarding the nature of the day-to-day duties typically associated with the position, and shall not be construed to be all-inclusive. The employer will provide copies of all union-eligible job postings to the Local Union President and Chief Steward.

Regular employees will be accommodated with regard to requested shift assignments prior to the consideration of any contractual or temporary employee requests, provided there are staff vacancies, unless the Employer feels it is necessary to assign otherwise in order to protect the efficiency of operation.

### **VACATION REQUESTS**

The parties agree that when the total number of leave requests for a specific period is in excess of the number the Agency is operationally able to grant, permanent Agency employees will be given priority consideration over non-Commonwealth employees affiliated with an outside employment agency.

### **SUPERVISION OF AGENCY EMPLOYEES**

Non-Commonwealth employees affiliated with outside employment agencies will not be assigned to supervise permanent employees of the Pennsylvania Higher Education Assistance Agency.

### **ALTERNATE WORK SCHEDULES**

The Employer and the Union will negotiate Alternate Work Schedules ( AWS ) which will provide Monday through Saturday coverage. Employees who have negative leave balances and/or are on sick leave restrictions will not be permitted to participate in the AWS .

## **HOLIDAYS**

Employees will not be required to work more than 50% of the minor holidays except for emergencies. Minor holidays shall be the following:

Martin Luther King, Jr. s Birthday  
Presidents Day  
Columbus Day  
Veterans Day  
Day after Thanksgiving

## **LABOR-MANAGEMENT MEETINGS**

The parties agree that labor-management meetings will be held at least every other month. The parties will provide timely responses to each other with regard to the issues discussed during the meetings.

## **UNION-ELIGIBLE EMPLOYEES**

The Employer will furnish a list of names, addresses and work locations to the local union president for all newly hired union-eligible positions.

## **UNION BUSINESS LEAVE**

The four local union chair officers shall be granted up to five days of administrative leave per calendar year to attend Union related functions for training purposes, provided advanced notice of at least four weeks is given to the Employer. This leave is in addition to the other leave entitlements contained in the Master Agreement.

## **OVERTIME EQUALIZATION UNITS**

The equalization units for overtime will be by classification for each Division (16).

These equalization units may be changed in accordance with Article 20, Section 5 of the Collective Bargaining Agreement.

## **SENIORITY UNITS**

### **Furlough-**

Headquarters  
Regional Offices (6)

### **Promotion-**

Major Areas (7)  
Regional Offices (6)

## **APPENDIX T TREASURY UNITS**

### **CLERICAL, FISCAL AND ADMINISTRATIVE CUSTODIAL PROFESSIONAL INVESTIGATOR PROFESSIONAL ADMINISTRATIVE & FISCAL**

The term "Employer" refers solely to the Treasury Department for employees in this unit. Service in the Treasury Department will not constitute service under any other "Employer" under this Agreement except for purposes of determining the rate of earning annual leave entitlement. Employees entering or leaving the Treasury Department shall be permitted to transfer their unused annual leave, personal leave and sick leave, up to the allowable limits, earned before the transfer occurred, provided the gaining or losing agency allows the transfer of such leaves. Employees entering or leaving the Treasury Department from and to agencies which do not permit the transfer of unused annual leave and personal leave shall be compensated in a lump sum for such leave prior to entering or leaving the Department. Present practices concerning the transfer of sick leave accumulation in those agencies will continue.

### **POSTING OF VACANCIES**

The Employer agrees to post all vacancies in its offices located in Harrisburg, Philadelphia and Pittsburgh. Notification of an existing vacancy for which a member of the Professional Investigator Unit, assigned to the Harrisburg Headquarters, is eligible will be mailed directly to the employee's home. Copies of such notice will be sent to a Council 90 Staff Representative and to the President of

Local 972. Employees applying for the posted vacancy shall be notified in writing when such vacancy has been filled.

### **SHIFT DIFFERENTIAL**

An employee permanently assigned to a work shift for which shift differential is paid under Article 21 Section 1 of the Master Agreement will be paid shift differential when the employee is on approved compensable annual, personal or sick leave.

### **FAMILY AND MEDICAL LEAVE POLICY**

Whenever an employee exhausts all accrued annual, sick, or other leave because of the illness of a member of the immediate family or any person qualifying as a dependent, or because of the necessity to care for children, or because of the employee's illness, the following will apply:

- (1) An employee must give reasonable notice of the date and duration of the anticipated Family and Medical Leave when it is foreseeable and, when possible, schedule medical treatment or family leave so as to limit disruption of work.
- (2) When the employee requires Medical Leave, if requested, the employee must provide certification by a health care provider that the employee is unable to perform his/her work.
- (3) An employee may take, upon approval, up to twenty-four (24) weeks of unpaid Family Leave with Benefits in a two (2) year period.
- (4) An employee may take, upon approval, up to twenty-six (26) weeks unpaid Medical Leave with Benefits in a twelve (12) month period when the employee

suffers a serious illness that makes the employe unable to perform his/her job.

(5) Additional unpaid Family and Medical Leave with Benefits may be taken beyond the limit established above, subject to approval by the Treasurer.

(6) Upon returning from Family and Medical Leave, the employe shall retain his/her seniority and is entitled to the same position held prior to taking leave or to an equivalent position with equivalent pay and benefits.

If any portion of this policy is found to be in conflict with the rights provided for in the current Collective Bargaining Agreement, the language in the Collective Bargaining Agreement shall prevail.

## **PAYROLL CHECKS**

The Employer agrees to mail payroll checks to employees by the Wednesday of the week the payroll check is due, provided checks are delivered as scheduled to the operational section of the Employer which is responsible for the mailing of such checks. In the event a holiday occurs on such Wednesday, the payroll checks will be mailed the previous day, provided payroll checks are delivered as scheduled to the operational section of the Employer which is responsible for mailing such checks.

## **MEAL EXPENSES**

Employees who are required by the Employer to travel at least 15 miles from their normal work site as measured by the shortest regularly traveled route and whose work assignment requires that they remain away from said normal work site during their normal lunch period shall be



reimbursed for out-of-pocket lunch expenses not to exceed \$3.50 including sales tax. These allowances for subsistence require no receipts or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

## **SUBCONTRACTING**

The Treasury Department will not contract out bargaining unit work unless the employees do not have the skill or equipment to perform such work.

## **ALTERNATE WORK SCHEDULES**

The alternate work schedule agreement of understanding signed March 15, 1996 by representatives of AFSCME, Council 13, Local 972 and the Treasury Department is incorporated as a provision of this agreement for the term of this agreement.

## **SICK LEAVE BANK**

The agreement of understanding signed in June of 1996 and agreed to by representatives of AFSCME, Council 13, Local 972 and the Treasury Department is incorporated as a provision of this agreement for the term of this agreement.

## **HEALTH & SAFETY COMMITTEE**

The Treasury Department and the members of the Union (AFSCME, Council 13, Local 972) shall agree to establish a committee to study Health and Safety issues within the Department.

## **CAREER OPPORTUNITIES AND UPWARD MOBILITY COMMITTEE**

The Treasury Department and the members of the Union (AFSCME, Council 13, Local 972) agree to establish a committee to study Career Opportunities within the Department.

**INCLEMENT WEATHER**

The current inclement weather practice shall remain the same for the term of this agreement.

## NOTES

# **KNOW YOUR RIGHTS AND USE THEM**

Under your AFSCME contract and federal law, you are guaranteed certain rights to union representation. Know them. Use them.

1. You have a right to union representation, not a specific union representative, at any meeting with management which could possibly result in disciplinary action against you.
2. Whenever you are called to a meeting with management, explicitly ask about the specific nature of the meeting.
3. Before beginning the meeting, or at any time that you believe the meeting is covering areas that might result in discipline, you must explicitly ask for union representation.
4. Prior to proceeding with the meeting, confer with your union representative and discuss the matters at issue in the meeting.
5. If you have any questions, ask your union representative.

*Superior*

# MASTER MEMORANDUM

BETWEEN

COMMONWEALTH OF PENNSYLVANIA

AND

COUNCIL 13, AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

Council **13** AFSCME



Effective July 1, 1996 to June 30, 1999

# MASTER MEMORANDUM

BETWEEN

COMMONWEALTH OF PENNSYLVANIA

AND

COUNCIL 13, AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

Effective July 1, 1996 to June 30, 1999

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## **PREAMBLE**

The Public Employee Relations Act, in Section 704, requires public employers "to meet and discuss with first level supervisors as their representatives, on matters deemed to be bargainable for other public employees." This requirement is defined in the Act as the obligation of a public employer upon request to meet at reasonable times and discuss recommendations submitted by representatives of public employees. In fulfillment of this obligation, the Commonwealth of Pennsylvania has met with the American Federation of State, County, and Municipal Employees, AFL-CIO, the representatives of first level supervisors as specified in Recommendation 1, Recognition, and discussed in good faith recommendations submitted by such representative. As a result of meet and discuss sessions, the Commonwealth accepts the following recommendations.

## **RECOMMENDATION NO. 1 RECOGNITION**

**Section 1.** Council 13 of the American Federation of State, County, and Municipal Employees, AFL-CIO, is recognized as the exclusive representative for meet and discuss purposes for employees within the classifications included under the following certifications of the Pennsylvania Labor Relations Board, more specifically referred to as PERA-R-13-C, Units II and IV, Maintenance and Trades; PERA-R-2686-C, Human Services; PERA-R-3521-C, Clerical, Administrative and Fiscal; PERA-R-3368-C, Technical Services; PERA-R-2573-C, Inspection, Investigation and Safety; PERA-R-3421-C, Law Enforcement, Fish and Game Laws; PERA-R-5060-C,

Auditor General Department; PERA-R-5059-C, Treasury Department, PERA-U-81-388-E, Attorney General; and State System of Higher Education.

**Section 2.** The term employe used in this Memorandum is defined as those persons in the classifications covered by the certifications referred to in Section 1 of this Recommendation.

## **RECOMMENDATION NO. 2 MANAGEMENT RIGHTS**

**Section 1.** It is understood and agreed that the Employer, at its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations, including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property of the Employer, except as modified by this or unit memoranda.

Matters of inherent managerial policy are reserved exclusively to the Employer. These include but shall not be limited to such areas of discretion or policy as the functions and programs of the Employer, standards of service, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel.

**Section 2.** The listing of specific rights in this Recommendation is not intended to be nor should be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein whether or not such rights have been exercised by the Employer in the past.

## **RECOMMENDATION NO. 3 UNION SECURITY**

**Section 1.** Each employe who, on the effective date of this Memorandum, is a member of the Union, and each employe who becomes a member after that date shall maintain membership in the Union, provided that such employe may resign from the Union, in accordance with the following procedure:

a. The employe shall send a certified letter, return receipt requested, of resignation to the headquarters of Council 13, AFSCME, AFL-CIO and a copy of the letter to the employe's agency. The official membership card, if available, shall accompany the letter of resignation.

b. The letter shall be postmarked during the 15 day period prior to the expiration date of this Memorandum and shall state that the employe is resigning membership in the Union and where applicable is revoking check-off authorization.

**Section 2.** The Employer and the Union hereby agree that all non-members of the Union shall be subject to a fair share fee as provided for in Act 84 of 1988 (S.B. 291) and any amendments thereto.

**Section 3.** The Employer shall furnish each new employe with a copy of this Memorandum together with an authorization for dues payroll deduction, provided the Union has furnished the Employer with sufficient copies of the Memorandum containing the authorization for dues deduction.

## **RECOMMENDATION NO. 4 DUES DEDUCTION**

**Section 1.** The Employer shall deduct the Union bi-weekly membership dues and an annual assessment, if any, from the pay of those employees who individually request in writing that such deductions be made. The rate at which dues are to be deducted and the amount of the annual assessment shall be certified to the Employer by the Union, and the Employer shall deduct Union dues at this rate from members' regular bi-weekly salary and wages (including retroactive salary/wage payments and lump sum payments made pursuant to Recommendation No. 19, Salaries and Wages).

The aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made. This authorization shall be irrevocable by the employee during the term of this Memorandum. When revoked by the employee in accordance with Recommendation No. 3, the agency shall halt the check-off of dues effective the first full pay period following the expiration of this Memorandum.

**Section 2.** The Employer further agrees to deduct a fair share fee bi-weekly from all employees in the meet and discuss unit who are not members of the Union.

Authorization from non-members to deduct fair share fees shall not be required. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made.

**Section 3.** The employee's written authorization for dues payroll deductions shall contain the employee's name, social security number, agency in which employed, work location (institution, district, bureau, etc.), Union name and local number.

**Section 4.** Where an employee has been suspended, furloughed or discharged and subsequently returned to work, with full or partial back pay, or has been reclassified retroactively, the Employer shall, in the manner outlined in Sections 1 and 2 above, deduct the Union membership dues and fair share fees that are due and owing for the period for which the employee receives back pay.

**Section 5.** The dues deduction and fair share fee provisions of this Recommendation shall continue to pertain and be complied with by the Employer with regard to those employees who are promoted from or demoted into a rank and file unit represented by the Union or when any employee is transferred from one position to another position covered by this Memorandum. Dues deductions and fair share fee deductions will be resumed for employees upon their return from leave of absence without pay or recall from furlough.

**Section 6.** The Employer shall provide the Union, on a quarterly basis, a list of all employees in the supervisory units represented by the Union. This list shall contain the employee's name, social security number, address, agency in which employed, class code, work location (institution, district, bureau, etc.) and whether the employee is a member or non-member.

**Section 7.** The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a

result of the action taken or not taken by the Employer under the provisions of this Recommendation.

## **RECOMMENDATION NO. 5 CREDIT UNION**

**Section 1.** The Employer agrees to make payroll deductions available to employees who wish to participate in the Pennsylvania State Employees Credit Union, as designated by the Union, or any one of the credit unions duly chartered under State or Federal statutes and approved by the Employer.

**Section 2.** The Employer shall remit the deductions of employees together with an itemized statement to the applicable credit unions designated under Section 1 above within 30 days following the end of the calendar month in which deductions were made.

**Section 3. a.** The Employer shall establish rules, procedures and forms which it deems necessary to extend payroll deductions for credit union purposes.

b. Payroll deduction authorization forms for credit union purposes must be executed by and between the employee and an official of the credit union.

**Section 4.** The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of the action taken or not taken by the Employer under the provisions of this Recommendation.

## **RECOMMENDATION NO. 6 HOURS OF WORK**

**Section 1.** The work week shall consist of five consecutive work days in a pre-established work schedule except for hospital employees and employees in seven-day operations.

**Section 2.** The work day shall consist of any 24 hours in a pre-established work schedule beginning with the scheduled reporting time for the employee's shift, except for employees in the Department of Transportation and the Pennsylvania State Police, whose work day shall consist of the calendar day.

**Section 3.** The work shift shall consist of 7-1/2 or 8 work hours within a pre-established work schedule.

**Section 4.** The regular hours of work for any shift shall be consecutive except that they may be interrupted by a meal period.

**Section 5.** Work schedules showing the employees' shifts, work days, and hours shall be posted on applicable departmental bulletin boards. Except for emergencies, changes will be posted two weeks in advance. Where changes are to be made by the Employer for other than emergency reasons, or where schedules are to be adopted for new programs, the Employer agrees to meet and discuss with the Union prior to the implementation of such changes or schedules.

An employee whose regular work schedule is Monday through Friday throughout the year shall not have that work schedule changed to other than a Monday through Friday schedule except for a legitimate operational reason which is not arbitrary or capricious.



**Section 6.** Employees engaged in seven-day operations are defined as those employees working in an activity for which there is regularly scheduled employment for seven days a week. The work week for seven-day operations shall consist of any five days within a consecutive seven calendar-day period. Clerical and maintenance hospital employees shall have a work schedule consisting of any five days within a consecutive seven calendar-day period unless they are engaged in an activity for which there historically has been regularly scheduled employment for seven days a week. All other hospital employees shall have a work schedule consisting of any 10 days within a consecutive 14 calendar-day period.

**Section 7.** In the event of a change in shift from a pre-established work schedule, employees must be off regularly scheduled work for a minimum of three shifts or their equivalent unless a scheduled day or days off intervene between such shift change.

**Section 8.** The parties agree that the issue of alternate schedules, schedules providing for every other weekend off and flex time will be discussed at the local level. Both parties will work diligently to reach an agreement at the local level, such agreements to be agreed upon by the Local Union, the appropriate District Council, Local Management, the Agency and the Office of Administration. Failing to reach agreement, the Union may submit the proposed schedules to a committee of representatives from the affected agency, Office of Administration and Council 13. Prior to the establishment of any schedule under this Section, the Union shall be required to prove that the goal and conditions set forth below will be met by the proposed schedule.

The goal of the proposed alternate schedule, schedules providing for every other weekend off, or flex time schedules shall be to improve the quality of work life of employees and to improve the Employer's operational efficiency and/or service to its clients. No schedule may:

- a. increase costs of operation
- b. increase current complement
- c. affect the Employer's ability to meet criteria for accreditation and/or certification
- d. adversely impact the efficiency of affected operations, nor standards of service
- e. contain an unreasonable number of work schedules

The Employer may cancel an alternate work schedule, schedule providing for every other weekend off or flex-time schedule upon 15 days notice to the Union, when the Employer reasonably determines that the goal or conditions set forth above are not being met or that the criteria used to initiate the alternate work schedule, schedule providing for every other weekend off or flex-time schedule have materially changed. If the Union submits the Employer's cancellation of a schedule to the resolution process described above, the burden of proof shall be on the Employer.

Nothing herein will impair nor limit the Employer's right to schedule employees as set forth in this Memorandum.

Representatives from the Office of Administration and AFSCME Council 13 shall meet and discuss in an attempt to draft standardized language and/or schedules that can be utilized to develop these scheduling agreements.

All discussions conducted pursuant to this section shall be in accord with the meet and discuss provisions of the Public Employee Relations Act.

**Section 9.** The provisions of Sections 1 through 7 shall not be applicable to employees whose hours of work, prior to the date of this Memorandum, have customarily been either part-time, irregular, intermittent, employee controlled, or contractor or vendor controlled. Such employees will continue their hours of work in accordance with past practices, unless changed by the Employer under terms of Recommendation No. 2 of this Memorandum.

## **RECOMMENDATION NO. 7 REST PERIODS**

**Section 1.** An employee shall be permitted a fifteen-minute paid rest period during each one-half work shift provided the employee works a minimum of three hours in that one-half shift. Whenever practical, the employee shall be permitted to take the rest period at the middle of such one-half shift. Where rest periods are scheduled, the Employer shall be able to vary the scheduling of such period when, in its opinion, the demands of work require such variance. The regular scheduling of rest periods immediately before or after meal periods or at the beginning or end of the work day is permissible in certain operations where the Union and the Employer agree to such a practice or where the present practice is to schedule rest periods in that manner.

**Section 2.** Employees who work, without interruption, beyond their regular shift for at least one hour shall receive a fifteen-minute paid rest period and shall thereafter receive a fifteen-minute paid rest period for each additional two hours of such work unless at the end of such two hour period the employee's work is completed or unless the employee takes a meal period during or at the end of the two hour period. If employees take a meal period at the expiration of

their normal work day, then they shall thereafter be given a fifteen minute rest period for each additional two hours of such work unless at the end of such two hour period their work is completed or unless the employee takes a meal period during or at the end of the two hour period.

**Section 3.** Part-time employees shall be granted a fifteen-minute rest period during each 3-3/4 hour work period.

**Section 4.** The Employer will not require employees to continuously perform repetitive keyboard motions at a VDT for a period in excess of two consecutive hours. The Employer will attempt to provide 15 minutes of alternative work consistent with the employee's job classification. When alternative work is not available the Employer shall provide the 15 minute rest period referred to in Section 1 above or a meal period.

## **RECOMMENDATION NO. 8 MEAL PERIODS**

**Section 1.** All employees shall be granted a meal period, which period shall fall within the third to fifth hours of their work shift unless otherwise approved by the Employer or unless emergencies require a variance. Present practices relating to meal periods for part-time employees shall remain in effect. The meal period shall not exceed one hour in length unless the employee agrees to a longer meal period.

**Section 2 (a).** If employees are required to work more than two hours beyond their regular shift, they will be allowed a meal period at the end of the initial two hour period or sooner. In addition, employees will be allowed a meal period for each four hours worked beyond each meal period. If

employees work more than two hours after their scheduled quitting time and have not had notice of such work requirement at least two hours before commencement of their regular shift, the Employer shall furnish a meal or compensate the employee for a meal in an amount actually expended and not to exceed \$8.00.

(b). If employees are required to work on a holiday or other scheduled day off and work more than 9.5 hours (for 7.5 hour employees) or 10 hours (for 8 hour employees) on such day and have not had notice of such work assignment at least two hours before they commenced their work on that date, the Employer shall furnish a meal or compensate the employee for a meal as provided for in (a) above.

## **RECOMMENDATION NO. 9 EATING AND SANITARY FACILITIES**

**Section 1.** The Employer shall provide adequate eating space and sanitary facilities at all permanent locations, which shall be properly heated and ventilated. Temporary facilities, such as highway sheds, tool, equipment and storage areas, not intended for full-time and regular use, shall not be considered permanent, even if in use for extended periods of time.

**Section 2.** Vending machines for beverages shall be provided at institutional sites where meal facilities are not available at all times. The Union may meet with authorized personnel of the various institutions to discuss the possible increase in items that may be furnished through vending machines.

**Section 3.** Additional vending machines for snacks, sandwiches and beverages may be installed in all work locations when feasible, providing that existing vendor contracts permit the installation of additional vending machines and that arrangements can be made to do so at no cost to the Employer.

**Section 4.** The Employer agrees to meet and discuss with the Union at institutional or agency levels, upon request, for the purpose of determining the allocation of vending machine profits.

## **RECOMMENDATION NO. 10 HOLIDAYS**

**Section 1.** The following days shall be recognized as holidays:

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. Presidents' Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans' Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Day

Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday for those employees on a normal Monday through Friday work week. For other than these employees, the holiday shall be deemed to fall on the day on which the holiday occurs.

**Section 2.** At the 3 institutions of the Department of Education and the 14 institutions of the State System of Higher Education, the following days shall be recognized as holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

The remaining five holidays shall be scheduled by the administration of these institutions during the time on the academic schedule when the institution is not at full operation.

The matter of rescheduling minor holidays shall be resolved on a meet and discuss basis between the 3 institutions of the Department of Education and the 14 institutions of the State System of Higher Education and the Union.

An employe shall earn a minor holiday provided the employe was in an active pay status the last half of the employe's scheduled work day immediately prior and the first half of the employe's scheduled work day immediately subsequent to the actual day the minor holiday is celebrated as provided for in Section 1. If a minor holiday occurs while employes are on leave without pay under Recommendation No. 17, Section 3, they shall be paid for the minor holiday provided they were in active pay status the last half of their scheduled work day immediately prior and the first half of their scheduled work day immediately subsequent to the leave without pay. An employe who earns a minor holiday and subsequently terminates employment prior to taking the rescheduled day off with pay, shall be compensated for such holiday. In the event the earning of a holiday is

anticipated and an employee terminates employment prior to actually earning the anticipated holiday, such employee shall reimburse the Employer for the holiday taken but not earned.

Payment specified in Section 6 of this Recommendation shall be applicable only if the employee works on the day on which the minor holiday has been rescheduled.

**Section 3.** In the event that the Department of Revenue is unable to secure the use of its offices located in County Court Houses which are closed on a day which the County celebrates as a holiday but the Commonwealth does not or the Department of Banking or Insurance Department is unable to secure the use of facilities located in financial institutions or insurance companies which are closed on a day which the financial institution or insurance company celebrates as a holiday but the Commonwealth does not, employees located in such County Court Houses, financial institutions or insurance companies will observe a holiday on the day on which the holiday is being observed by the respective County, financial institution or insurance company in lieu of a holiday listed in Section 1 above. This section is not intended to increase or decrease the number of paid holidays listed in Section 1 of this Recommendation for Department of Revenue, Department of Banking or Insurance Department employees.

**Section 4.** A permanent full-time employee on a Monday through Friday work week shall be paid for any holiday listed in Section 1 of this Recommendation, provided the employee was in an active pay status on the last half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately subsequent thereto. If a holiday occurs while employees



are on leave without pay under Recommendation No. 17, Section 3, they shall be paid for the holiday provided the employees were in active pay status the last half of their scheduled work day immediately prior and the first half of their scheduled work day immediately subsequent to the leave without pay.

If a holiday is observed while a permanent full-time employee is on sick, annual, or other paid leave status, the employee will receive holiday pay and the day will not be charged against sick, annual, or other paid leave credits.

**Section 5.** Permanent full-time employees working other than a regular Monday through Friday work week shall be guaranteed the same number of days off with pay equal to the number of paid holidays received by the employees on a regular Monday through Friday schedule, subject to the same entitlement requirement.

**Section 6.** If a permanent full-time employee works on any of the holidays set forth in Section 1 of this Recommendation, except the day after Thanksgiving, the employee shall be compensated at one and one-half times the employee's regular hourly rate of pay for all hours worked on said holiday. The employee shall receive paid time off for all hours worked on a holiday up to a full shift. If such time is worked during the employee's regularly scheduled shift, the paid time off shall be in lieu of holiday pay for that time under Section 4 above. Paid time off for time worked outside of the employee's regularly scheduled shift shall not be in lieu of such holiday pay. If a written request is received prior to or within 45 days after the holiday is worked, paid time off shall, subject to management's responsibility to maintain efficient operations, be scheduled and granted as requested by the employee, prior to the holiday or within the 90 calendar day period succeeding the

holiday. If the Employer does not schedule such paid time off in accordance with the employee's request, or at some other time prior to the completion of the 90 calendar day period succeeding the holiday, the employee shall be compensated at the employee's regular rate of pay in lieu of such paid time off.

If a permanent full-time employee works on the day after Thanksgiving, the employee shall be compensated at the employee's regular hourly rate of pay for all hours worked on said holiday. The employee shall receive paid time off for all hours worked on the day after Thanksgiving up to a full shift. If such time is worked during the employee's regularly scheduled shift, the paid time off shall be in lieu of holiday pay for that time under Section 4 above. Paid time off for time worked outside of the employee's regularly scheduled shift shall not be in lieu of such holiday pay. If a written request is received prior to or within 45 days after the holiday is worked, paid time off shall, subject to management's responsibility to maintain efficient operations, be scheduled and granted as requested by the employee, prior to the holiday or within the 90 calendar day period succeeding the holiday. If the Employer does not schedule such paid time off in accordance with the employee's request, or at some other time prior to the completion of the 90 calendar day period succeeding the holiday, the employee shall be compensated at the employee's regular rate of pay in lieu of such paid time off.

Local Management and the local union may meet and agree to buy out compensatory time at the straight time rate earned as a result of working on a holiday prior to the expiration of the 90 day scheduling period. All agreements reached at the local level must be reviewed and approved by the Agency and the District Council. If no agreement is reached or no approvals received, com-

pensatory time will be scheduled in accordance with paragraph 1 above.

**Section 7.** The Employer will attempt to equalize holiday work assignments among permanent full-time employees in the same job classification in the overtime equalization unit during each calendar year. Employees entering established equalization units after the beginning of a calendar year shall be credited for equalization purposes with the amount of holiday work equal to the maximum amount of credited holiday work held by an employee in the same classification in the equalization unit since the beginning of the applicable year. The Employer is not required to schedule employees for less than a full shift in order to equalize holiday work assignments.

**Section 8.** Permanent part-time employees shall receive holidays on a pro rata basis. Employees, at the option of the Employer, shall receive either pro-rated paid leave or shall be paid at their regular hourly rate of pay in lieu of such paid leave.

Permanent part-time employees shall be compensated at one and one-half times their regular hourly rate of pay for all hours worked on a holiday set forth in Section 1 above except the day after Thanksgiving. Permanent part-time employees shall be compensated at their regular hourly rate of pay for all hours worked on the day after Thanksgiving.

**Section 9.** A permanent employee separated from the service of the Employer for any reason prior to taking paid time off earned by working a holiday listed in Section 1, shall be compensated in lump sum for any unused paid time off the employee has accumulated up to the time of separation.

**Section 10.** Whenever the Employer declares a special holiday or part holiday for all employees under the Employer's jurisdiction, all permanent employees who are required to work on the day on which such holiday hours occur shall receive time off with pay for all hours worked up to the number of hours in the employee's normal work shift if a full holiday is declared, or up to a pro rata share of the normal work shift if a partial holiday is declared. The Employer shall have the option of paying the employees their regular hourly rate of pay in lieu of such equivalent time off with pay.

**Section 11.** When an employee's work shift overlaps the calendar day, the first shift of the employee in which 50% or more of the time occurs on the applicable holiday shall be considered in the holiday period and the holiday period shall end 24 hours after the commencement of that shift.

**Section 12.** In no event shall an employee be entitled to duplicate holiday payment. Time worked on holidays during an employee's regular shift shall not be excluded from hours worked for the purposes of determining eligibility for overtime pay under Section 1 of Recommendation No. 20 of this Memorandum.

**Section 13.** There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Memorandum for the same hours worked.

## **RECOMMENDATION NO. 11 PERSONAL LEAVE DAYS**

**Section 1.** All permanent full-time employees will be eligible for paid personal leave days as follows:

- a. One paid personal leave day will be earned in the employee's first calendar year of employment provided the employee has 150 hours (37.5 hour workweek) or 160 hours (40 hour workweek) in an active pay status in the calendar year.
- b. One paid personal leave day per one-half calendar year will be earned in the employee's second calendar year of employment, provided the employee has 150 hours (37.5 hour workweek) or 160 hours (40 hour workweek) in an active pay status in each one-half calendar year.
- c. One paid personal leave day per calendar quarter will be earned in the employee's third and subsequent years of employment, provided the employee has 150 hours (37.5 hour workweek) or 160 hours (40 hour workweek) in an active pay status in each one-quarter calendar year.
- d. Leave service credit earned during all periods of Commonwealth employment will be used to determine whether, for purposes of this section, an employee is in the first calendar year of employment, the second calendar year of employment, or the third and subsequent years of employment.

**Section 2.** Personal leave shall be scheduled and granted for periods of time requested by an employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on personal leave at the same time, the employee with the greatest seniority as it relates to total

years of service with the Employer shall be given a choice of personal leave in the event of any conflict in selection. Where reasonable opportunities are available for selection of personal leave on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period.

Requests for emergency personal leave will be entertained at any time with the understanding that an employee may be required to substantiate the emergency nature of the request and that further, it may be necessary, in order to accommodate the emergency, to reschedule requests of other employees for personal, holiday, compensatory leave and/or annual leave not scheduled during the selection period.

**Section 3.** Personal leave to which an employee may become entitled during the calendar year may be granted at the Employer's discretion before it is earned. An employee who is permitted to anticipate such leave and who subsequently terminates employment shall reimburse the Employer for those days of personal leave used but not earned.

**Section 4.** Personal leave days shall be noncumulative from calendar year to calendar year. If employees are required to work on their scheduled personal leave day and are unable to reschedule their personal day during the calendar year due to the demands of their work, the calendar year shall be extended for 7 pay periods for rescheduling purposes.

**Section 5.** An employee's request for a personal leave day on the employee's birthday received in writing at least 45 calendar days prior to the employee's birthday shall be approved. An employee shall be allowed to anticipate the

earning requirement in Section 1 above, for a personal leave day used on the employee's birthday. If an employee's birthday falls on a day other than a regularly scheduled work day, the employee will be permitted to schedule a personal leave day in accordance with this Section either the work day immediately before or after the birthday.

**Section 6.** An employee who becomes ill while on personal leave will not be charged personal leave for the period of illness provided the employee furnishes satisfactory proof of such illness to the Employer upon return to work.

**Section 7.** All permanent part-time employees shall receive personal leave days on a pro rata basis calculated to the nearest half day provided they are in an active pay status a percentage of the 150 hours (37.5 hour workweek) or 160 hours (40 hour workweek) equal to the percentage of hours normally worked in a biweekly pay period during the earning periods specified in Section 1 above.

**Section 8.** For the purpose of this Recommendation, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

## **RECOMMENDATION NO. 12 LEAVES OF ABSENCE**

**Section 1.** All time that an employee is absent from work shall be appropriately charged.

**Section 2.** Where a state civil service examination is not given during an employee's non-working time, a permanent

full-time employee shall be granted administrative leave with pay to take such examination which is scheduled during the employee's regular work hours subject to management's responsibility to maintain efficient operations. Employees shall only be entitled to leave for this purpose on one occasion during each one-half calendar year. Such leave shall not exceed the employee's normal work shift or the time necessary to travel to and from the examination and to take the examination, whichever is lesser. Employees shall not be eligible for travel expenses under this section.

**Section 3.** All requests for leave must be submitted in writing to the employee's immediate supervisor and shall be answered in writing. Requests for emergency type leaves shall be answered before the end of the shift on which the request is made. Except for such emergency type leaves, the time when leave is taken is within the discretion of the Employer.

Except as provided in Recommendation No. 13, Section 3, requests for any type of leave to which an employee is entitled under this Memorandum and which is not to exceed one month shall be answered by the Employer within five days. If the requested leave is in excess of one month, the request shall be answered within 10 days.

**Section 4.** The Employer will continue its present practice of granting administrative leave to a reasonable number of employees who attend training seminars conducted by the Union to the same general extent that this has been granted in prior years.

**Section 5.** Employees shall be granted up to four (4) hours of administrative leave per calendar year to donate blood.



**Section 6.** For the purpose of this Recommendation, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

## **RECOMMENDATION NO. 13 VACATIONS**

**Section 1.** Employees shall be eligible for annual leave after 30 calendar days of service with the Employer in accordance with the following schedule:

**Leave Service Credit**  
(Includes all periods of  
Commonwealth service)

**Maximum Annual Leave  
Entitlement Per Year**

*Up to 3 Years:*

Annual Leave will be  
earned at the rate of  
2.70% of all Regular  
Hours Paid

37.5 Hr. Workweek:  
52.5 Hrs (7 days)  
40 Hr. Workweek:  
56 Hrs (7 days)

*Over 3 Years to 15 Years Inclusive:*

Annual Leave will be  
earned at the rate of  
5.77% of all Regular  
Hours Paid

37.5 Hr. Workweek:  
112.5 Hrs(15 days)  
40 Hr. Workweek:  
120 Hrs (15 days)

*Over 15 Years to 25 Years Inclusive:*

Annual Leave will be  
earned at the rate of  
7.70% of all Regular  
Hours Paid

37.5 Hr. Workweek:  
150 Hrs.(20 days)  
40 Hr. Workweek:  
160 Hrs.(20 days)

*Over 25 Years:*

Annual Leave will be  
earned at the rate of  
10% of all Regular  
Hours Paid

37.5 Hour Workweek:  
195 Hours (26 days)  
40 Hour Workweek:  
208 Hours (26 days)

Regular Hours Paid as used in this Recommendation include all hours paid except overtime, standby time, call-time, and full-time out-service training.

Employees shall be credited with a year of service for each 26 pay periods completed in an active pay status, provided they were paid a minimum of one hour in each pay period.

**Section 2.** Vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular classification.

**Section 3.** Vacations shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority as it relates to total years of service with the Employer shall be given a choice of vacation periods in the event of any conflict in selection. Where reasonable opportunities are available for selection of vacations on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period. The selection period shall be September 1-30 for vacations from January 1 to June 30 of the following year and March 1-31 for vacations from July 1 to December 31, unless there are existing or subsequent agreements on the selection period at appropriate local levels. Requests for leave submitted during the selection period shall be

answered within 20 calendar days after the end of the selection period.

**Section 4.** Employees who work other than a regular Monday through Friday workweek and who request and are granted a vacation covering at least five (5) consecutive work days which immediately precedes or follows their regularly scheduled days off shall not have their regularly scheduled days off changed and for any requirement to work the regularly scheduled days off the employee shall be paid two and one-half times the employee's regular hourly rate of pay.

**Section 5.** If a holiday occurs during the work week in which vacation is taken by an employee, the holiday shall not be charged to annual leave.

**Section 6.** Employees who become ill during their vacation will not be charged annual leave for the period of illness provided satisfactory proof of such illness is furnished to the Employer upon return to work.

**Section 7.** If employees are required to work during their scheduled vacation period and are unable to reschedule their vacation during the calendar year due to the demands of their work, the calendar year shall be extended for 7 pay periods for rescheduling purposes.

**Section 8.** Employees separated from the service of the Employer for any reason prior to taking their vacation, shall be compensated in a lump sum for the unused vacation they have accumulated up to the time of separation.

**Section 9.** Unused annual leave shall be carried over from one calendar year to the next provided that in no case shall

the amount thus carried over exceed 45 days (337.5 or 360 hours).

**Section 10.** If an employee is required to return to work after commencement of a prescheduled vacation, the employee shall be compensated at one and one-half times the employee's regular hourly rate of pay for all hours required to work on the prescheduled vacation day or days. The employee shall be permitted to reschedule such vacation day or days in accordance with Section 3. This section shall not apply to employees in the Department of Transportation who are recalled for the purpose of performing duties due to actual or anticipated adverse weather conditions.

**Section 11.** The provisions of Section 1 of this Recommendation shall not apply to temporary employees unless such employees have worked 750 regular hours by the end of the last full pay period in each calendar year. It is understood that this section does not apply to furloughed employees who, during their recall period, return to the Employer's payroll in a temporary capacity.

**Section 12.** Employees on leave without pay to attend official union conventions or conferences in accordance with Recommendation No. 17, Section 3 shall have that time included in regular hours paid for purposes of earning annual leave entitlement and credited service under Section 1 above.

**Section 13.** Permanent employees who have one or more years of service since their last date of hire may anticipate annual leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the employee has been abusing the leave privi-

lege. Permanent employees with less than one year of service since their last date of hire may not anticipate annual leave.

**Section 14.** An employee who is furloughed and is not employed in another position within 14 calendar days of the effective date of furlough will receive a lump sum payment for all earned, unused annual leave unless the employee requests in writing before the end of the 14 calendar days to freeze all earned, unused annual leave.

An employee may subsequently change a decision to freeze the earned, unused annual leave by submitting a written request for a lump sum payment for the annual leave. Payment will be made within 35 days of the date on which the request is received by the Employer, and will be at the rate of pay in effect on the last day of employment prior to the date of furlough.

If the employee is reemployed during the furlough recall period, annual leave which was frozen will be reinstated. If the employee is not reemployed prior to the expiration of the furlough recall period, the employee shall be paid off in lump sum for all frozen earned, unused annual leave at the rate of pay in effect on the last date of employment prior to the date of furlough.

**Section 15.** For the purpose of this Recommendation, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

## **RECOMMENDATION NO. 14 SICK LEAVE AND BEREAVEMENT LEAVE**

**Section 1.** Employees shall be eligible to use paid sick leave after 30 calendar days of service with the Employer. Employees shall earn sick leave as of their date of hire in accordance with the following schedule:

	<b>Maximum Sick Leave Entitlement Per Year</b>
Sick Leave will be	37.5 Hour Workweek:
earned at the rate of	97.5 Hours (13 days)
5% of all Regular	40 Hour Workweek:
Hours Paid	104 Hours (13 days)

Regular Hours Paid as used in this Recommendation include all hours paid except overtime, standby time, call-time, and full-time out-service training.

**Section 2.** Employees may accumulate sick leave up to a maximum of 300 days (2250 or 2400 hours).

**Section 3.** A doctor's certificate is required for an absence from work due to sickness for three or more consecutive days. For absences of less than three days, a doctor's certificate may be required where the Employer has reason to believe that the employee has been abusing the sick leave privilege. The total circumstances of an employee's use of sick leave rather than a numerical formula shall be the basis upon which the Employer's final determination is made that the employee is abusing sick leave. Discipline based upon patterns of sick leave use will be treated under the basic concepts of just cause.

**Section 4.** Where sickness in the immediate family requires the employee's absence from work, employees may use not more than five days of such sick leave entitlement in each calendar year for that purpose. Immediate family is defined as the following persons: husband, wife, child, step-child, parent, brother or sister of the employee. The Employer may require proof of such family sickness in accordance with Section 3 above.

**Section 5.** Employees may use up to five days of sick leave for the death of a spouse, parent, stepparent, child, or stepchild and up to three days of such leave may be used for the death of a brother, sister, grandparent, step-grandparent, grandchild, step-grandchild, son-or daughter-in-law, brother-or sister-in-law, parent-in-law, grandparent-in-law, aunt, uncle, or any relative residing in the employee's household.

**Section 6. a.** Employees who retire shall be paid for their accumulated unused sick leave in accordance with the schedule below if they retire under the conditions set forth in subsection b.

<b>Days Available at Retirement</b>	<b>Percentage Buy-Out</b>	<b>Maximum Days</b>
0 - 100	30%	30
101 - 200	40%	80
201 - 300	50%	150
over 300 (in last year of employment)	100% of days over 300	13

**b.** Eligibility for payment of benefits under subsection a is as follows:

- (1) Superannuation retirement with at least five years of credited service in the State and/or

- public school retirement systems,
- (2) Disability retirement, which requires at least five years of credited service in the State and/or public school retirement systems, or
  - (3) Other retirement with at least 25 years of credited service in the State and/or public school retirement systems,
  - (4) After 7 years of service, death prior to retirement or separation of service except as provided in Section 7.
- c. Such payments shall not be made for part days of accumulated sick leave.
- d. No payments under this section shall be construed to add to the credited service of the retiring member or to the retirement covered compensation of the member.

**Section 7.** When an employee dies as the result of a work-related accident, the Commonwealth will pay 100% of the employee's unused sick leave unless the surviving spouse or minor children are entitled to benefits under Act 101 of 1976 in which case the Commonwealth will pay 30% of the employee's unused sick leave to 90 days. Such payments shall not be made for part days of accumulated sick leave.

**Section 8.** The provisions of Section 1 of this Recommendation shall not apply to temporary employees unless such employees have worked 750 regular hours by the end of the last full pay period in each calendar year. It is understood that this section does not apply to furloughed employees who, during their recall period, return to the Employer's payroll in a temporary capacity.

**Section 9.** Employees on leave without pay to attend official union conventions or conferences in accordance with Recommendation No. 17, Section 3 shall have that time



included in regular hours paid for the purpose of earning sick leave entitlement in accordance with Section 1 above.

**Section 10.** Permanent employees who have one or more years of service since their last date of hire may anticipate sick leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the employee has been abusing the leave privilege. Permanent employees with less than one year of service since their last date of hire may not anticipate sick leave.

An employee may elect to use annual or personal leave prior to anticipating sick leave.

**Section 11.** For the purpose of this Recommendation, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

## **RECOMMENDATION NO. 15 CIVIL LEAVE**

**Section 1.** The Employer recognizes the responsibility of its employees to fulfill their civic duties as jurors and witnesses in court proceedings. The Employer agrees therefore to grant civil leave with pay to permanent employees:

- a. Who have not volunteered for jury duty and are called for jury duty
- b. Who are not a party in a civil or criminal court proceeding, but are subpoenaed as a witness to attend such a court proceeding.

Civil leave shall be granted for the period of time (including reasonable travel time) when the employee's

regularly scheduled work is in conflict with the required court attendance time. An employee shall be eligible to receive a maximum of one (1) day's pay at their regular straight time rate (One (1) full shift) for each day of required court attendance.

If an employee works a second or third shift and their hours of work are not in conflict with the required court attendance time, the employee shall be granted civil leave equal to the required court attendance time plus reasonable travel time up to a full shift for each day of the required court attendance during either their regular shift immediately preceding or subsequent to the court appearance.

Evidence of such civil duty in the form of a subpoena or other written notification shall be presented to the employee's immediate supervisor as far in advance as possible.

**Section 2.** Permanent employees who are subpoenaed as witnesses or who are parties in the following administrative hearings shall be granted leave with pay while attending such hearings: Unemployment Compensation Board of Review Referee, Workers' Compensation Referee, and Worker's Compensation Appeal Board.

Permanent employees who are subpoenaed as witnesses before the State Civil Service Commission or Pennsylvania Human Relations Commission shall be granted leave with pay while attending such hearings.

Evidence of such duty in the form of a subpoena or other written notification shall be presented to the employee's immediate supervisor as far in advance as practicable.

**Section 3.** The term court as used in this Recommendation is intended to mean only the following courts: Minor

Judiciary Court, Courts of Common Pleas, Commonwealth Court and the United States District Court.

**Section 4. a.** Permanent employees, while performing fire fighting duties, emergency medical technician duties, civil air patrol activities or emergency management rescue work during a fire, flood, hurricane or other disaster, may be granted leave with pay. Certified Red Cross disaster relief volunteers may be granted leave with pay to perform disaster relief work for the Red Cross during a state of emergency declared by the Governor.

b. Volunteer participation in fire fighting activities, emergency medical technician activities, civil air patrol activities, emergency management rescue work or disaster relief work for the Red Cross shall require the prior approval of the agency head. Employees absent from work for reasons under Subsection a of this section shall be required to obtain a written statement from the fire company, forest unit, emergency management agency, or other organization with which they served, certifying as to their activities during the period of absence.

## **RECOMMENDATION NO. 16 MILITARY LEAVE**

Employees shall be eligible for military leave as provided as follows:

### **Section 1. Military Reserve**

a. All permanent employees of the Commonwealth who are members of reserve components of the Armed Forces of the United States shall be entitled to military leave with compensation for all types of training duty ordered or authorized by the Armed Forces of the United

States. Such training duty may either be active or inactive duty training and shall include but is not limited to:

- (1) Annual active duty for training
- (2) Attendance at service schools
- (3) Basic training
- (4) Short tours of active duty for special projects
- (5) Attendance at military conferences and participation in any command post exercise or maneuver which is separate from annual active duty for training or inactive duty training.

b. For military training duty as provided for in Subsection a of this section the maximum military leave with compensation is 15 working days per calendar year.

c. The rate of compensation for a military leave day shall be the employee's regular rate of compensation for the employee's regular classification.

## **Section 2. Pennsylvania National Guard**

a. In accordance with the Military Code as amended by Act 92 of 1975, and Act 174 of 1990, all permanent employees of the Commonwealth who are members of the Pennsylvania National Guard shall be entitled to military leave with compensation for all types of training duty (active and inactive) or other military duty ordered or authorized by the Armed Forces of the United States. Such duty shall include but is not limited to:

- (1) Annual active duty for training
- (2) Attendance at service schools
- (3) Basic training
- (4) Short tours of active duty for special projects
- (5) Attendance at military conferences and participation in any command post exercise, or maneuver which is separate from annual active duty for training or inactive duty training.
- (6) Other military duty

b. For military training duty or other military duty as provided for in Subsection a of this section, the maximum military leave with compensation is 15 working days per calendar year.

c. Military leaves with compensation shall also be granted to members of the Pennsylvania National Guard on all working days during which, as members of the Pennsylvania National Guard, they shall be engaged in the active service of the Commonwealth as ordered by the Governor when an emergency in the Commonwealth occurs or is threatened, or when tumult, riot or disaster shall exist or is imminent.

d. The rate of compensation for a military leave day shall be the employee's regular rate of compensation for the employee's regular classification.

### **Section 3. General**

a. Permanent employees of the Commonwealth who leave their jobs for the purpose of entering voluntarily or involuntarily any branch of the Armed Forces of the United States, any of its Reserve components or any of its National Guard components for the purpose of training or service shall be granted military leave without pay.

b. Employees who are on military leave without pay shall either have their duties performed by remaining employees and their positions kept vacant or they shall be performed by temporary substitutes.

### **Section 4. Granting, Duration and Expiration of Military Leave Without Pay**

a. Military leave without pay must be granted for the following military services:

- (1) For all active duty served to a maximum of four years plus up to one year of voluntary

extended active duty and all involuntary extensions of active duty.

- (2) For Reservists or National Guardsmen for initial active duty for training. A Reservist or Guardsman who is granted military leave without pay for initial active duty for training shall not have such military leave without pay count toward the maximum amount of time the employe may serve on active duty.
  - (3) For Reservists or National Guardsmen for other military training duty. Employees who volunteer for additional duty not required as part of routine reserve training shall provide four weeks' notice to their immediate supervisor prior to the commencement of such duty. A Reservist or National Guardsman who is granted military leave without pay for other military training duty shall not have such military leave without pay count toward the maximum amount of time the employe may serve on active duty.
- b. Military leave without pay shall expire:
- (1) Under a (1) above 90 days following release from active duty or if the employe is hospitalized at the time of release from active duty, 90 days from the date of the employe's release from the hospital, provided that the hospitalization does not continue for more than a year after release from active duty.
  - (2) Under a (2) above 31 days following release from initial active duty for training.
  - (3) Under a (3) above the next regularly scheduled work day following release from other military training duty.

### **Section 5. Re-employment**

Every employee has the right to return to employment at the time of or prior to the expiration of military leave upon notifying the agency head of the desire and availability to return to Commonwealth service.

### **Section 6. Seniority Rights**

An employee who returns to employment at the time of or prior to the expiration of military leave shall be given such status in employment as would have been enjoyed if employment had been continuous from the time of entrance into the Armed Forces.

### **Section 7. Retirement Rights**

Employees who are granted military leaves may, under conditions provided in the Military Code (51 Pa.C.S. 7306) and Chapter 43, Part III of Title 38 United States Code and in accordance with procedures prescribed by the State Employees' Retirement Board and the Public School Employees' Retirement Board, choose either to continue or discontinue making regular payments into their retirement accounts.

### **Section 8. Loss of Benefits**

Employees who are separated from the service by a discharge under other than honorable conditions, bad conduct, or dishonorable discharge shall not be entitled to any of the benefits of Section 3 through Section 9 of the Recommendation (relating to military leaves without pay) except such vested rights as they may have acquired thereto by virtue of payments made into their retirement accounts.

### **Section 9. Physical Examination**

Employees shall be granted one day's leave with pay

for the purpose of undergoing any physical examination that may be required in connection with entering the Armed Forces. An extension of such paid leave, not exceeding two additional days, may be approved by the agency if the employee certified in writing that more than one day is required to complete the examination.

**Section 10.** For the purpose of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

## **RECOMMENDATION NO. 17 LEAVES OF ABSENCE WITHOUT PAY**

**Section 1.** Employees may be granted leaves without pay at the sole discretion of the Employer for any reason for a period not to exceed two years.

**Section 2.** Employees who are elected or appointed as Union officials or representatives shall be granted, at the written request of the employee, leaves without pay for the maximum term of office, not to exceed three years. Such leaves may be renewed or extended by written mutual consent of the Union and the Employer.

**Section 3.** Union officials or elected delegates shall be granted, subject to management's responsibility to maintain efficient operations, up to six weeks leave without pay each year without loss of seniority credit where such time is necessary to enable them to attend official union conventions or conferences. Employees may use accrued annual or personal leave for this purpose in lieu of leave without pay.



The following shall be recognized as official union conventions or conferences:

1. AFSCME Council 13 Convention
2. District Council Conventions
3. AFSCME International Convention
4. Pennsylvania AFL-CIO Convention
5. AFSCME Women's Conference
6. Coalition of Labor Union Women Conference
7. Leadership Institute (Steward/Officer Training) Conference
8. Black Labor Coalition Conference
9. Memorandum Interpretation Training Sessions held after the negotiation of a new memorandum for the purpose of disseminating memorandum interpretation information to delegates. An employe may be granted leave without pay with seniority credit to attend two memorandum interpretation training sessions during the life of a memorandum.
10. Executive Board meetings of Council 13.
11. AFSCME Policy Committee, except for memorandum ratification.

Requests for leave without pay with seniority credit for union officials or elected delegates will be forwarded to the Bureau of Labor Relations, Office of Administration, by AFSCME, Council 13, not less than three weeks prior to the date of each convention or conference. Each request will contain the name, classification, department and work location of the union official or delegate, in addition to the name of the conference or convention.

**Section 4.** After completing one year of service, an employe may be granted a leave of absence without pay at the sole discretion of the Employer for educational purpos-

es. Such leave shall not exceed one year and shall not be granted more than once every four years.

**Section 5.** After completing six months of service, employees shall be granted, upon written request, extended leave without pay for illness for a period of at least two consecutive weeks, but not more than six months. If the illness or disability is due to a serious health condition as defined by the Family and Medical Leave Act, leave shall be granted for less than two consecutive weeks. The request, which shall be submitted in advance of the leave if circumstances permit, shall include proof of illness or disability in the form of a doctor's certificate which shall state a prognosis and expected date of return.

If requested and properly documented as medically necessary, leave under this Section shall be approved on an intermittent or reduced-time basis.

After the employee has used an aggregate of six months of leave without pay under this section, the Employer is not required to grant subsequent leave without pay for this purpose unless six (6) months in an active pay status have elapsed from the termination of the last date of approved leave under this section.

This section shall not apply to a work-related injury.

**Section 6.** Upon request of the employee, an extension of up to an additional six months of leave without pay for illness shall be granted provided the employee provides proof of continuing illness or disability in the form of a doctor's certificate which shall state a prognosis and expected date of return. The extension shall be without benefits. Upon certification from the employee's doctor that the employee is able to return to work, the employee shall be offered a position in the same classification and seniority unit for which a vacancy exists and to which there are no seniority claims and

which the agency intends to fill. If such a position is not available, the employee shall be offered, during the remainder of the six-month period, any position in the same classification, in a lower classification in the same classification series, or a position previously held, within the same geographical/organizational limitation as the seniority unit, for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If the employee refuses an offer of a position in the same classification, the employee's rights under this section shall terminate. If the employee accepts a position in a lower classification or a position previously held, the employee will be offered a position in the same classification if there is a vacancy in that classification during the remainder of the six-month period in the seniority unit, provided there are no seniority claims to the position, and the agency intends to fill the position.

This section shall not apply to a work-related injury.

**Section 7.** Employees shall not be required to use accumulated sick, annual, and/or personal leave prior to the commencement of a leave without pay.

**Section 8.** Upon the expiration of any approved leave of absence without pay, except as provided in Section 6 above and in Recommendation No. 26, Section 7, the employee is entitled to return to a position in the same or equivalent classification within the agency, subject to the furlough provisions of Recommendation No. 29, Seniority.

**Section 9.** It is understood by both parties that the provisions of Sections 5, 6, 7 and 8 are consistent with the Family and Medical Leave Act of 1993, 29 USC Section 2601 et seq 8 and that leave granted in accordance with Sections 5, 6, 7 and 8 shall be designated as leave under the provisions of the Act.

## **RECOMMENDATION NO. 18 PARENTAL LEAVE**

### **Section 1. General**

All permanent employees of the Employer who become parents through childbirth or formal adoption or placement of a child with an employee for foster care shall be granted parental leave upon request.

### **Section 2. Granting Leave**

a. An employee shall submit written notification to the immediate supervisor stating the anticipated duration of the leave at least two weeks in advance if circumstances permit. Such leaves shall be granted for a period of time not to exceed six months. Upon the request of the employee and at the discretion of the agency head, parental leaves may be extended or renewed for a period not to exceed six months. In no case shall the total amount of leave exceed 12 months. Parental leaves shall begin whenever employees request; and may be used prior to the date of custody or placement when required for adoption or placement to proceed. No unpaid parental leave shall be granted beyond one year from the date of birth, of assuming custody of an adopted child or of placement of a foster child.

b. In no case shall an employee be required to leave prior to parental leave unless she can no longer satisfactorily perform the duties of his/her position.

c. While an employee is on parental leave, the duties of the position shall either be performed by remaining staff and the position kept vacant or they shall be performed by a substitute employee.

### **Section 3. Re-employment**

a. An employee shall have the right to return to the

same position in the same classification held before going on parental leave, or to an equivalent position with regard to pay and skill.

#### **Section 4. Seniority Rights**

Upon return from parental leave, an employee shall retain all seniority and pension rights that had accrued up to the time of leave. Seniority shall continue to accrue during parental leave.

#### **Section 5. Annual and Sick Leave**

An employee is entitled to use accrued sick leave for the period that she is unable to work as certified by a physician. An employee may use all accrued annual and/or personal leave at any time before, during or after parental leave. Unused leave shall be carried over until return. An employee shall not earn annual, personal and sick leave while on parental leave without pay. Paid leave is not to be included when calculating the six (6) month entitlement.

#### **Section 6. Guidelines**

Guidelines established by the Secretary of Administration regarding parental leave are published through the Directives Management System (Reference Management Directive 530.2). Guidelines regarding state-paid benefits while on parental leave are published through the Directives Management System (Reference Management Directive 530.4).

#### **Section 7.**

It is understood by both parties that the provisions of this Recommendation are consistent with the Pennsylvania Human Relations Act 43 P.S. Section 951 et seq. and the Family and Medical Leave Act of 1993,

29 USC Section 2601 et seq and that leave granted in accordance with this Recommendation shall be designated as leave under the provisions of the Act.

## **RECOMMENDATION 19 SALARIES AND WAGES**

**Section 1.** Effective July 1, 1996, each employee covered by this Memorandum who is in an active pay status shall receive a general pay increase of two percent (2.0%). This increase is reflected in the Standard Pay Schedule in Appendix A.

**Section 2.** Effective July 1, 1997, each employee covered by this Memorandum who is in an active pay status shall receive a general pay increase of three percent (3.0%). This increase is reflected in the Standard Pay Schedule in Appendix B.

**Section 3.** Effective July 1, 1998, each employee covered by this Memorandum who is in an active pay status shall receive a general pay increase of three percent (3.0%). This increase is reflected in the Standard Pay Schedule in Appendix C.

**Section 4.** A permanent salaried employee whose salary exceeds the maximum of the employee's applicable pay range when the general pay increases outlined in Sections 1, 2 and 3 are effective shall receive the annual amount of the general pay increase in the form of a one-time cash payment rounded to the nearest dollar. The cash payment shall be paid no later than the next payday after the general pay increase is reflected in the paychecks of employees who are not above the maximum.

If an employee's rate of pay exceeds the maximum of the employee's applicable pay range before the general pay increase, but would not exceed the maximum after the general pay increase, the employee's rate shall be increased by an amount which will make it equal to the new maximum. The one-time cash payment for an employee in this situation shall be reduced by the amount of increase in the employee's annual rate of pay.

**Section 5.** (a) Employees hired into classifications covered by this Memorandum shall be paid the minimum rate for the pay range assigned to their classification as reflected on the Standard Pay Schedule.

(b) The Commonwealth may hire employees at pay rates above the minimum rate of the assigned pay range. In such cases, the Office of Administration will notify AFSCME Council 13 after it has approved the hiring above the minimum rate and before the above minimum appointments are made by the appointing authority.

**Section 6.** (a) Employees covered by this Memorandum who have at least one year of service with the Commonwealth on January 31, will be eligible to receive a one step annual service increment effective on the first day of the first full pay period in January.

(b) During the term of this Memorandum, employees who are at or above the maximum step of their pay range at the time they become eligible for an annual service increment as outlined in (a), shall receive the annual amount of a two and one-quarter percent (2.25%) increase in the form of a one-time cash payment rounded to the nearest dollar.

**Section 7.** (a) When an employee covered by this Memorandum is promoted to another classification in a

higher pay range, the employee shall receive an increase of four steps for each pay range the employee is promoted or to the minimum of the new pay range, whichever is greater.

(b) When an employee covered by this Memorandum is demoted (including demotions occurring as a result of furlough bump or furlough recall) to another classification in a lower pay range, the employee shall receive a decrease of four steps for each pay range the employee is demoted or to the maximum of the new pay range, whichever is lesser.

(c) When an employee covered by this Memorandum is transferred to another classification in the same pay range, the employee shall be placed at the same step in the pay range.

**Section 8** The cash payments provided for in this Recommendation shall not be added to the employee's base salary. They will require neither employee nor Employer retirement contributions, nor will these payments be considered compensation for the calculation of retirement benefits. The cash payments will be subject to dues and fair share fee deductions where applicable.

**Section 9.** An employee in an inactive pay status shall, upon return to active status, be entitled to the above general pay increases outlined in Sections 1, 2 and 3; the cash payments outlined in Section 4; and the annual service increments outlined in Section 6 where applicable.

**Section 10.** The Employer agrees to pay a supervisory differential of up to one step above the highest paid subordinate provided the criteria, to be jointly established, is met.

**Section 11.** The salaries of employees shall be paid biweekly. In the event the payday occurs on a holiday, the preceding day shall be the payday.



**Section 12.** The policies regarding pay range revisions contained in the Commonwealth's Personnel Rules shall continue.

## **RECOMMENDATION NO. 20 OVERTIME**

**Section 1.** One and one-half of the employee's regular hourly rate of pay shall be paid for work under the following conditions:

a. For any work performed in excess of eight hours in any work day or in excess of 40 hours in any work week.

b. For employees whose work schedules consist of any 10 days within a consecutive 14 calendar day period as provided in Recommendation No. 6, Section 6, for any work in excess of eight hours in any one work day or in excess of 80 hours in a pre-established bi-weekly work schedule.

c. There shall be no duplication of premium pay for the same hours worked under the provisions of Subsections a and b of this section.

d. The provisions of this Recommendation are not applicable to employees in job classes formerly assigned to pay range 41 and above and identified as exempt in the Commonwealth's Pay Plan. However, except as provided hereafter in this subsection, such employees shall be granted their regular, straight-time rate of pay or, by mutual consent of the Employer and employee involved, compensatory time off one hour for each hour worked at a time to be agreed upon by the Employer. Existing methods of operation and practice concerning compensatory time for employees in exempt classifications who control their own work hours shall continue.

**Section 2.** The Employer will attempt to assign overtime to permanent, full-time employees prior to assigning overtime to temporary employees or employees working out of classification in the classification in which the overtime assignment is being made, subject to Management's responsibility to maintain efficient operations.

**Section 3.** The following items will be regarded as hours worked for the purpose of computing overtime pay under Section 1 of this Recommendation:

- a. Hours worked, excluding standby time.
- b. Rest periods.
- c. Holidays
- d. Annual leave.
- e. Compensatory leave; to be included in the period of occurrence for the purpose of computing overtime.
- f. Personal day leave.
- g. Sick leave.
- h. Administrative leave.

**Section 4.** Double an employee's regular hourly rate of pay shall be paid for work under the following conditions:

- a. An employee on a five day per week schedule shall be paid double time for hours worked on the second scheduled day off in the work week provided the employee is in an active pay status on the employee's five regularly scheduled work days and works the employee's first scheduled day off in the work week. If such an employee is in an active pay status the employee's next five regularly scheduled work days and works the employee's next scheduled day off or next two scheduled days off, the employee shall be paid double time for hours worked on those days. An employee who has been paid double time for the fourth scheduled day off shall be

paid double time for all subsequent consecutive scheduled days off worked, provided the employee is in an active pay status on each of the five regularly scheduled work days of the associated work week.

b. An employee whose work schedule consists of any 10 days within a consecutive 14 calendar day period as provided in Recommendation No. 6, Section 6, shall be paid double time for the second and/or fourth scheduled days off work; provided, in order to be eligible for double time on the second day off, the employee must be in an active pay status the first five regularly scheduled work days and work the first scheduled day off in the normal bi-weekly work period and, in order to be eligible for double time on the fourth day off, the employee must be in an active pay status the second five regularly scheduled work days and work the third scheduled day off in the normal bi-weekly work period. An employee on this work schedule shall be paid double time for the third scheduled day off; provided, in order to be eligible for double time on the third day off, the employee must be in an active pay status the first five regularly scheduled work days and the second five regularly scheduled work days, and work the first and second scheduled days off in the normal bi-weekly work period. An employee who has been paid double time for the fourth scheduled day off shall be paid double time for all subsequent consecutive scheduled days off worked provided the employee is in an active pay status the first five regularly scheduled work days in the normal bi-weekly work period, the first or first and second scheduled days off are worked, and the employee is in an active pay status the second five regularly scheduled work days in the normal bi-weekly work period, if the third or third and fourth scheduled days off are worked.

c. For fifteen-minute rest periods, in the event

employees are required to work through their rest period, while on premium overtime.

**Section 5.** By mutual agreement between the Employer, the Union and the employee involved, compensatory time at the appropriate rate may be granted in lieu of premium overtime pay. Such compensatory time is to be granted within the 90 calendar day period succeeding the date on which the overtime is worked. If a written request is received prior to or within 45 days after the date on which the overtime is worked, the compensatory time off shall, subject to management's responsibility to maintain efficient operations, be scheduled and granted as requested by the employee. If the Employer does not schedule the compensatory time in accordance with the employee's request, or at some other time mutually agreed to, prior to the completion of the 90 calendar day period succeeding the date on which the overtime is worked, the employee shall be compensated at the appropriate rate of pay in lieu of paid time off.

**Section 6.** The Employer will attempt to equalize overtime during each one-half calendar year between or among the employees within the same job classification within each equalization unit who have previously stated in writing a willingness to accept overtime assignments. When the need for overtime occurs, the Employer shall first seek to obtain volunteers for the performance of the overtime work among those employees who have stated a willingness to work overtime. In the event that there are an insufficient number of volunteers, the Employer shall have the right to assign such work on a non-volunteer basis beginning with the least senior of those employees who has had the least assigned overtime on a non-volunteer basis during the period. Seniority status in this regard shall be Classification seniority. Nothing in this section shall require the

Employer to accept as a volunteer or to assign overtime to an employee where the employee would be entitled to double time for such overtime work.

An employee declining overtime shall be credited with the overtime worked by the employee accepting or assigned to the overtime for equalization purposes. Employees may be passed over in order to comply with the equalization requirements.

An employee submitting a written statement of willingness to work overtime or withdrawing the written statement of willingness to work overtime after the beginning of a six-month equalization period shall be credited for equalization purposes with an amount of overtime equal to the maximum amount of credited overtime held by an employee in the same classification in the equalization unit at the time of submitting or withdrawing the statement. This paragraph shall be superseded by any existing or subsequent procedure mutually agreed upon in writing by the Employer and the Union at an agency, institutional or local agency level.

Lists showing accumulations of overtime within each equalization unit during the preceding six-month period shall be posted every six months.

Equalization units may be changed by written agreement between the parties. If either party requests a change to an established equalization unit, the matter shall be discussed at labor-management meetings at appropriate local levels. If agreement is not reached, either party can request that an unresolved equalization unit issue be submitted to a committee consisting of representatives of the Union and representatives of the Office of Administration and the department or agency. The Committee will determine the applicable equalization units through meet and discuss.

Until a new equalization agreement, is put into effect

the parties will continue to abide by the existing written equalization agreement. If no written equalization unit agreement is in effect, the parties agree to continue the existing method of assigning overtime until a written overtime equalization unit is put into effect.

An employee in a bargaining unit covered by the Master Agreement who is temporarily assigned to a position in a first level supervisory unit covered by this Memorandum will have overtime equalized with other appropriate employees in the temporarily assigned classification in the first level supervisory unit during the temporary assignment. In this situation, the employee will be credited with the maximum amount of credited overtime held by an employee in the same classification in the equalization unit at the time the employee begins the temporary assignment and/or at the time the employee ends the temporary assignment.

**Section 7.** Employees who are required to remain on duty during meal periods shall be compensated for these periods at the appropriate rate of pay. Employees who are not permitted to take rest periods during their regular shifts shall have that time counted as time worked in addition to that which is provided for in Section 2.

**Section 8.** Payment for overtime is to be made the pay day of the first pay period following the pay period in which the overtime is worked. For the purpose of this section, and in the determination of this time, pay periods will be considered as after-the-fact.

**Section 9.** There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Memorandum for the same hours worked. Time worked on holidays during an employee's regular shift shall not be

excluded from hours worked for the purpose of determining eligibility for overtime pay under Section 1 of this Recommendation.

**Section 10.** When permanent full-time employees who normally perform a certain type of work within a seniority unit are on furlough, the Employer will not schedule other employees within the seniority unit to perform the same type of work on an overtime basis where such furloughed employees have the skill and experience to perform such work if the overtime involves full shifts and is expected to extend on a regular basis, for a period of four or more weeks.

## **RECOMMENDATION NO. 21 SHIFT DIFFERENTIAL**

**Section 1.** An employee whose work shift consisting of 7 1/2 or 8 work hours on a scheduled work day begins before 6:00 a.m. or at or after 12:00 noon will be paid a shift differential of 75 cents per hour for all such hours worked on that shift. Effective July 1, 1997, shift differential shall be increased to 80 cents per hour. Effective July 1, 1998, the shift differential shall be increased to 85 cents per hour.

**Section 2.** Employees who work overtime on their work shift as described in Section 1, or who work not less than a full 7 1/2 or 8 hour shift which begins before 6:00 a.m. or at or after 12:00 noon on a day other than a scheduled work day will receive the shift differential for each non-premium hour worked and will have the shift differential included in the base rate for the purpose of computing the appropriate overtime premium rate.

An employee who works overtime after or before a scheduled work shift for which shift differential is not applicable, whether or not the overtime work is for a full 7 1/2 or 8 hour shift, shall not receive shift differential or have it included in the base rate for computing the overtime premium rate.

**Section 3.** This Recommendation shall apply to Houseparent Supervisors at the Scotland School for Veterans Children.

## **RECOMMENDATION NO. 22**

### **CALL TIME**

**Section 1.** Employees who have been called in to work outside of their regular shift schedule shall be paid at the appropriate rate for the hours worked or a minimum of three hours' pay at the employee's regular straight time hourly rate, whichever is greater. Call time pay begins when employees report to their assigned work site ready for work. Employees will be permitted to leave the work site when the work assignment that is the reason for the call time is completed unless the employee's scheduled work shift has commenced. There shall be no duplication of hours or pay.

**Section 2.** The provisions of Section 1 above are not applicable to Forest Technicians when called to fight fires. Such employees when called out to fight fires shall be guaranteed two hours of work on a portal to portal basis.

**Section 3.** Call time provisions shall not be applicable to the raising and lowering of flags at government installations.



**Section 4.** Unless provided otherwise herein, the provisions of Section 1 shall be applicable to any work assignment that is separated from the employee's regular shift schedule or other work assignment by a break in time other than a meal period. Section 1 shall not be applicable to scheduled overtime where the past practice has been to schedule certain work assignments on a regular basis without being subject to any minimum hours or pay.

### **RECOMMENDATION NO. 23 STANDBY TIME**

An employee is on standby during the period that the employee is required to remain at home and to be available for emergencies. Only employees who are required to be on standby are entitled to the compensation hereafter set forth. Such employees shall, at the Employer's discretion, either be paid 25% of their regular base pay for such standby time or receive compensatory time off equivalent to 25% of such standby time. Employees shall be considered to be on standby time until officially released. Standby time shall not be considered hours worked for the purpose of overtime computation. An employee shall not be considered to be on standby time while being paid for call time.

### **RECOMMENDATION NO. 24 LIFE INSURANCE**

**Section 1.** The Employer shall continue to assume the entire cost of the insurance coverage for eligible employees as set forth in the currently existing life insurance plan as modified by Section 2. The amount of insurance is based

on the employee's annual pay rate in effect on the preceding January 1, rounded to the nearest \$1,000, but not to exceed \$40,000. The amount will be reduced to 65% on the date the insured individual reaches age 70 and to 50% on the date the insured individual reaches age 75.

**Section 2.** a. Permanent employees who are granted sick leave without pay or parental leave without pay will continue to receive 100% State paid coverage under the current life insurance plan for up to six months. Permanent employees who are on sick or parental leave without pay for longer than six months may remain in the program for an additional six month period by paying the entire premium. Permanent employees who are granted family care leave will continue to receive 100 percent State-paid coverage under the current life insurance plan for up to twelve (12) weeks. Permanent employees who are granted injury leave (paid and unpaid) will continue to receive 100 percent State-paid coverage under the current life insurance plan for up to twelve (12) months or, if only paid leave is used, beyond 12 months until the paid leave is exhausted.

b. Except as provided in c below, those permanent employees who are placed on suspension or who are granted leave without pay for any reason other than sickness, parental, family care, or injury leave for longer than one full pay period may remain in the program for up to one year by paying the entire premium.

c. Permanent employees who are regularly placed on leave without pay for one to three months every year due to cyclical work schedules or weather conditions will continue to receive 100% State paid coverage for the period they are on leave. If the leave extends beyond the regular leave period, employees may remain in the program for up to one year by paying the entire premium.

**Section 3.** The Employer shall continue to provide each employee who is covered under the currently existing life insurance plan with fully paid accidental death benefits for work-related accidental deaths. The amount of coverage is \$10,000, unless the surviving spouse or minor children are entitled to benefits under Act 101 of 1976.

## **RECOMMENDATION NO. 25 HEALTH BENEFITS**

### **Section 1. Pennsylvania Employees Benefit Trust Fund**

(a) A jointly administered, multi-union, Health and Welfare Fund has been established under the provisions of an Agreement and Declaration of Trust executed by and between the Union and the Employer.

This jointly administered Fund is known as the Pennsylvania Employees Benefit Trust Fund (hereinafter Fund). The Fund shall conform to all existing and future Federal and Commonwealth statutes applicable to and controlling such Health and Welfare Fund.

Said Agreement and Declaration of Trust shall provide for equal representation on the Board of Trustees appointed by the

Unions and the Employer. In addition, the Agreement and Declaration of Trust will allow the Fund to provide benefits to management level and retired employees, as well as employees represented by other unions and other employers in the Commonwealth of Pennsylvania.

(b) The Board of Trustees of the Fund shall determine in their discretion and within the terms of this Memorandum and the Agreement and Declaration of Trust the extent and level of such hospital, medical/surgical and major medical health coverage, supplemental benefits and other benefits to be extended by the Fund.

(c) The Employer shall contribute to the Fund the amounts indicated below on behalf of each permanent full-time employee eligible for benefits and covered by this Memorandum:

November 1, 1996 - June 30, 1999

\$190.00 bi-weekly per employee

The contributions for permanent part-time employees, who are eligible for benefits and expected to be in an active pay status at least 50% of the time every pay period, will be 50% of the above referenced rates.

The Employer shall contribute to the Fund, during the period from November 1, 1996 through June 30, 1999 on behalf of each temporary employee, except temporary pool employees, 44.5 cents per hour. This amount is based on the hours each employee is paid excluding over-time, standby time and call time hours.

(d) The Employer shall make aggregate payments of contributions together with an itemized statement to the Fund within one month from the end of the month in which the contributions were collected.

(e) All benefits extended by the Fund must be designed to be excludable from the "regular rate" definition of the Fair Labor Standards Act, unless hereinafter required by federal law to be included.

(f) No dispute over eligibility for benefits or over a claim for any benefits extended by the Fund shall be subject to the grievance procedure established in any memorandum of understanding.

(g) It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be hereby charged with any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the Fund. It is expressly agreed that the Employer's liability, in any and every event, with respect to benefits

extended by the Fund shall be limited to the contributions indicated under paragraph (c) above.

**Section 2.** The provisions of Sections 3 through 7 shall be modified to the extent the hospital, medical/surgical and major medical health coverage and other benefits as determined and extended by the Fund and/or the Retired Employees Health Program is modified for current and/or future employees and annuitants by and through the Pennsylvania Employees Benefit Trust Fund as provided for in Section 1 of this Memorandum.

**Section 3.** The Fund shall continue to provide each permanent full-time active employee with hospital, medical/surgical and major medical health coverage, a Health Maintenance Organization (HMO) Option, a Preferred Provider Organization (PPO) or health benefits delivery system and/or other benefits as determined and extended by the Fund. In addition, it shall provide dependency coverage where the dependents of the employee qualify.

**Section 4.** The Fund shall continue to provide permanent part-time employees who are expected to be in an active pay status at least 50% of the time every pay period with hospital, medical/surgical and major medical health coverage and other benefits as determined and extended by the Fund. In addition, it shall provide 50% dependency coverage where the dependents of the employee qualify. Such employees shall contribute an amount determined by the Fund's trustees toward the cost of coverage.

**Section 5.**

a. Permanent employees who are granted sick leave without pay or parental leave without pay may continue to receive benefits as determined and extended by the

Fund for up to six months. Permanent employees who are granted family care leave may continue to receive benefits as determined and extended by the Fund for up to 12 weeks. Permanent employees who are granted injury leave (paid and unpaid) may continue to receive benefits as determined and extended by the Fund for up to 12 months or, if only paid leave is used, beyond 12 months until the paid leave is exhausted.

b. Except as provided in c. below, permanent part-time employees and those permanent full-time employees who are placed on suspension or who are granted leave without pay for any reason other than sickness, parental leave, family care leave or injury leave for longer than one full pay period or who are on leave longer than the applicable period specified in a. above, will be permitted to continue coverage on a direct pay basis at a rate to be determined by the Fund but no greater than the COBRA rate.

c. Permanent full-time employees and permanent part-time employees who are eligible for benefits and who are regularly placed on leave without pay for one to three months every year due to cyclical work schedules or weather conditions will continue to receive benefits as determined and extended by the Fund for the period they are on leave. If the leave extends beyond the regular leave period, employees will be permitted to continue coverage on a direct pay basis at a rate to be determined by the Fund but no greater than the COBRA rate.

d. The Employer shall continue to make full contributions to the Fund for permanent full-time employees for the period of time for which they are entitled to benefits under Section 5 a or c and 50% contributions for permanent part-time employees for the period of time for which they are entitled to benefits under Section 5 a. or c.

## **Section 6.**

a. The Employer shall allow each individual who was eligible as an active employee under the hospital, medical/surgical and major medical health plan or an HMO, PPO, or similar health benefits delivery system to elect coverage upon retirement under the Retired Employees Health Program. In addition, dependency coverage shall be allowed where the dependents of the annuitant qualify under such Program.

The Employer shall continue to pay the cost of coverage under the Retired Employees Health Program, as that Program is developed and administered in a cost effective and beneficial manner by the Fund subject only to the prior approval of the Office of Administration and in accordance with the terms and conditions of the Retired Employees Health Program Participation Agreement between the Employer and the Fund.

b. The Employer shall continue to pay the entire cost of coverage for annuitants who retire under (1), (2) or (3) below and who have elected coverage under the Retired Employees Health Program:

(1) Retirement at or after superannuation age with at least 15 years of credited service in the State and/or public school retirement systems, except that

(a) an employee who leaves State employment prior to superannuation age and subsequently retires at or after superannuation age must have 25 years of credited service in the State and/or public school systems,

(b) an employee who is furloughed prior to superannuation age and subsequently retires at or after superannuation age during the recall period must have 15 or more years of credited service in the State and/or public school retire-

ment systems,

(c) an employe who leaves State employment prior to superannuation age and is subsequently rehired and then retires at or after superannuation age must have 15 or more years of credited service in the State and/or public school retirement systems with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employe returns during the recall period, this three year requirement will not apply. If the employe had qualified, other than through disability retirement, for Employer paid coverage in the Retired Employees Health Program prior to the most recent rehire period, this three year requirement will not apply.

(d) an employe who leaves State employment subsequent to superannuation age and is subsequently rehired and then retires must have 15 or more years of credited service in the State and/or Public School retirement system with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employe returns during the recall period, this three year requirement will not apply. If the employe had qualified, other than through disability retirement, for Employer paid coverage in the Retired Employees Health Program prior to the most recent rehire period, this three year requirement will not apply.



- (2) Disability retirement, which requires at least five years of credited service in the State and/or public school retirement systems, except that, if an employee had previously qualified based on an approved disability retirement, then returns and retires under a normal or early retirement, he or she must retire at or after superannuation age with 15 or more years of credited service in the State and/or public school retirement systems or 25 years of credited service in the State and/or Public School retirement systems or
- (3) Other retirement with at least 25 years of credited service in the State and/or Public School retirement systems, except that an employee who leaves State employment, is subsequently rehired and retires must have at least 25 years of credited service in the State and/or Public School retirement systems with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the Retired Employees Health Program prior to the most recent rehire period, this three year requirement will not apply.

**Section 7.** When an employee dies as a result of a work-related accident, the Fund shall continue to provide hospital, medical/surgical and major medical health coverage, HMO, PPO or other health benefits delivery system to the spouse and eligible dependents of the employee until the

spouse remarries or becomes eligible for coverage under another employer's health plan. Annual certification of non-coverage will be required.

The hospital, medical/surgical and major medical health plan, HMO, PPO or other health benefits delivery system will be converted to the Retired Employees Health Program at the time when the employee would have reached age 60.

## **RECOMMENDATION NO. 26 WORK-RELATED INJURIES**

**Section 1.** An employee who sustains a work-related injury, during the period of this memorandum, as the result of which the employee is disabled, if so determined by a decision issued under the operation of the Workers' Compensation program, shall be entitled to use accumulated sick, annual, or personal leave or injury leave without pay. While using accumulated leave, the employee will be paid a supplement to workers' compensation of full pay reduced by an amount that yields a net pay, including workers' compensation and social security disability benefits, that is equal to the employee's net pay immediately prior to the injury. Net pay prior to injury is defined as gross base pay minus federal, state, and local withholding, unemployment compensation tax, Social Security and retirement contributions. One full day of accumulated leave (7.5 or 8 hours as appropriate) will be charged for each day the supplement is paid. Accumulated leave and injury leave without pay may be used for an aggregate of 12 months or for the duration of the disability, whichever is the lesser, except that, if only accumulated leave is used, it may be used beyond 12 months until exhausted or until the disability ceases, whichever occurs sooner. In no case, however, will

the aggregate of 12 months extend beyond three years from the date the injury occurred. If no leave is available under this Section, the provisions of Section 14 may apply.

For temporary employees, accumulated leave and injury leave without pay shall be available for up to an aggregate of 12 months, for the duration of the disability or for the scheduled duration of the temporary employment, whichever is the least. In no case, however, will the aggregate of 12 months extend beyond three years from the date the injury occurred.

The employee election to use or not use accumulated leave under this section cannot be changed more than once.

**Section 2.** An employee who works a reduced number of hours (part-time) due to partial disability may use leave in accordance with Section 1. Pay for accumulated leave used will be calculated in accordance with Section 1, based on the net amount of lost earnings.

**Section 3.** Retirement credited service for the period of time that the employee is using leave under this Recommendation, shall be determined in accordance with the State Employees' Retirement Code.

**Section 4.** At the expiration of the leave under Section 1, if an employee continues to receive Workers' Compensation, the employee will be placed on leave without pay in accordance with Section 7 below and will not be entitled to receive state-paid benefits.

**Section 5.** An employee is required to refund to the Employer the amount of any overpayment. In no case shall an employee be entitled to full pay and workers' compensation and/or social security for the same period. The

Employer shall recover any amount in excess of the paid supplement to workers' compensation as described in Section 1. Failure to apply for or report Social Security or other applicable disability benefits to the Employer will result in the termination of the leave under Section 1.

**Section 6.** State paid coverage for life insurance, hospital and medical insurance and supplemental benefits as provided in Recommendation Nos. 24 and 25 will continue for the period of time that the employee is on leave under Sections 1 and 14.

**Section 7.** An employee has the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three years from the date the injury occurred provided the employee is fully capable of performing the duties of that position, subject to the furlough provisions of Recommendation No. 29, Seniority. This guarantee expires if the disability ceases prior to the expiration of the three year period and the employee does not return to work immediately or if the employee retires or otherwise terminates employment. During the period of time between the end of the leave under Section 1, or Sections 13 or 14, where applicable, and the end of the guarantee in this Section, the employee will be on leave without pay.

During the three-year period, employees who are not fully capable of performing the duties of their position shall have, upon request, a right to return to an available position in a lower classification, within the same geographical/organizational limitation as the seniority unit, to which there are no seniority claims and which the agency intends to fill, provided the employee meets the minimum requirements and qualifications essential to the work of the classification and the employee is fully

capable of performing the duties of the position. If an employee returns to a position in a lower classification, the employee will be demoted in accordance with the Commonwealth's Personnel Rules, but shall maintain the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three years from the date the injury occurred, provided the employee is fully capable of performing the duties of that position, subject to the furlough provisions of Recommendation No. 29, Seniority.

Disabled employees receiving Workers' Compensation will be notified 90 days prior to the expiration of the three year period. The notification will include information concerning the employee's right to apply for disability retirement, if eligible. If the employee does not receive 90 days notice, the employee's right to return will not be extended. However, the leave without pay will be extended for 90 days from the date of notification to enable the employee, if eligible, to apply for disability retirement.

Effective for injuries occurring on or after July 1, 1994, the right of return for temporary employees shall be limited to the scheduled duration of the temporary employment.

**Section 8.** The compensation for disability retirement arising out of work-related injuries shall be in accordance with the State Employees' Retirement Code.

**Section 9.** An employee who sustains a work-related injury, during the period of this Memorandum, if so determined by a decision issued under the operation of the Workers' Compensation Program, may use sick, annual, or personal leave for the purpose of continued medical treatment of the work-related injury in accordance with Recommendation Nos. 11, 13, and 14. If no paid leave is available, an

employee may use leave without pay. Each absence shall not exceed the minimum amount of time necessary to obtain the medical treatment. Employees shall make reasonable efforts to schedule medical appointments during non-work hours or at times that will minimize absence from work. Verification of the length of the medical appointment may be required. This section is not applicable to any absence for which workers' compensation is payable. When workers' compensation is payable, the provisions of Section 1 shall apply.

**Section 10.** Sections 4, 6, and 8 of this Recommendation shall not apply to temporary employees who are injured on and after July 1, 1994.

**Section 11.** The Commonwealth agrees to the use of modified duty where the employee is able to work only in a limited capacity and the prognosis for the injury indicates that the employee will be able to resume all of the duties of the employee's classification in a reasonable period of time. The Employer may terminate a modified duty assignment when it becomes apparent that the employee will not be able to resume the full duties of the employee's classification within a reasonable period of time.

Under the modified duty concept, the employee will be retained without loss of pay or status. The Employer may assign the employee duties outside their classification and supervisory unit, outside their previously assigned shift and/or outside their overtime equalization unit. To facilitate the implementation of modified duty assignments, schedule and assignment changes may be implemented as soon as practicable. If the employee is unable to resume all of the duties of the employee's classification within a reasonable period of time, the Employer may demote or laterally reclassify the

employee to an appropriate classification, taking into account the duties and responsibilities the employee is capable of performing and subject to the protections afforded by Federal and State Statutes.

**Section 12.** Sections 1 through 11, 13 and 14 of this Recommendation shall not be applicable to employees whose injuries are within the scope of either Act 193 of 1935, P.L. 477, as amended, or Act 632 of 1959, P.L. 1718, as amended.

**Section 13.** An employee who sustained a work-related injury prior to the effective date of this Memorandum shall be covered by the provisions of Recommendation No. 26, Work-Related Injuries, of the Memorandum between the Commonwealth of Pennsylvania and AFSCME effective July 1, 1993 through June 30, 1996. An employee who is disabled due to a recurrence of such injury on or after July 1, 1996, but within 3 years from the date the injury occurred shall be entitled to use accumulated leave and injury leave without pay while disabled for a period of up to 12 months in accordance with Section 1 of the Memorandum effective July 1, 1996 through June 30, 1999. The 12 month period shall be reduced by any work-related disability leave used in accordance with Section 1 of Recommendation No. 26, Work-Related Injuries of the Memorandum effective July 1, 1993 to June 30, 1996. If no leave is available under this Section, the provisions of Section 14 may apply.

**Section 14.** An employee who is disabled due to a recurrence of a work-related injury after three years from the date the injury occurred, or before three years if the leave entitlement in Section 1 or 13 has been depleted, shall be entitled to use accumulated leave and injury leave without pay while disabled for a period of up to 12 weeks. To be

eligible to use injury leave without pay, the employee must have been at work at least 1250 hours within the previous 12 months. The 12 week period will be reduced by any other leave used within the previous 12 months that was designated as leave under the provisions of the Family and Medical Leave Act. If only accumulated leave is used, it may be used beyond 12 weeks until exhausted or until the disability ceases, whichever occurs sooner. While using accumulated leave, the leave will be charged and paid in accordance with Section 1. This Section applies to injuries sustained before, on, or after July 1, 1996.

**Section 15.** It is understood by both parties that the provisions of this Recommendation are consistent with the Family and Medical Leave Act of 1993, USC Section 2601 et seq. and that leave granted in accordance with Sections 1, 13, and 14 shall be designated as leave under the provisions of the Act.

**Section 16.** It is understood by both parties that the provisions of this Recommendation are consistent with the Americans with Disabilities Act.

## **RECOMMENDATION NO. 27**

### **CLASSIFICATION**

**Section 1.** The position classification plan, as established and maintained by the Employer, consists of a schedule of classification titles with classification specifications for each classification which define and describe representative duties and responsibilities and set forth the minimum requirements and qualifications essential to the work of the classification. Only in those instances where there is a substantial change in permanent job duties or job content dur-



ing the term of this Memorandum which justifies a change in job classification, the employees may process an appeal for a reallocation of their position through Step IV of the grievance procedure as set forth in this Memorandum. The decision of the Employer shall be final, binding and determinative of the issue.

If a determination is made by the Employer in the course of an employee appeal that a position should be upgraded, the employee shall be promoted retroactively to the date the grievance was filed in writing.

If a final determination is made by the Employer in the course of an employee appeal or an Employer-initiated classification review that a position should be downgraded, the employee shall be demoted to the proper classification and pay range at the nearest level (step) not greater than the employee's current salary. If the employee's salary is greater than the maximum level (step) of the lower pay range, there shall be no reduction in salary. The effective date of the classification change shall be the first day of the first pay period subsequent to the response.

If a final determination is made by the Employer in the course of an employee appeal or an Employer-initiated classification review that a position should be reclassified to another class in the same pay range, the effective date of the classification change shall be the first day of the first pay period subsequent to the response.

**Section 2.** The Union recognizes the right of the Employer to direct its working force, which includes the assignment of work to individual employees and it further recognizes that such assignments may include work outside an employee's classification. However, it is understood that assignments outside of classification shall be made in a manner consistent with the Employer's operations and organizational requirements.

Whenever an employee temporarily is charged to perform in general the duties and responsibilities of a position in a higher rated classification that are separate and distinct from those of the employee's own position for a period of any five full cumulative days in a calendar quarter, the employee shall be compensated, retroactive to the time the assignment took place, at an amount equal to four and one-half percent of the employee's current rate of pay, or at the starting rate of the pay range for the higher class, whichever is greater. Employees who are charged to perform higher class work for a full day and who take leave for a portion of that day will be compensated, in increments of 1/4 hour, for the partial day worked in the higher class after the five full day threshold has been met. Such employee while temporarily working and being paid in a higher class will also be paid at the higher rate for a holiday provided the employee is charged to perform the higher level duties on the employee's scheduled workday immediately before and immediately after such holiday and is paid at the higher rate on those days. The holiday shall not count toward the requirement for five full cumulative days in a quarter. Once the requirement for the five full cumulative day threshold has been met, payment will be included in the bi-weekly paycheck. If the position is filled permanently by other than the employee temporarily filling the position, the employee temporarily assigned shall be returned to their previous position and compensation, but shall receive any increments and service credits for such increments to which they would have been entitled had they remained in their normal assignment. An employee or employees shall not be temporarily assigned to perform in general the duties and responsibilities of a position in a higher rated classification for more than nine continuous months or the length of the

leave of absence of the employee being replaced, whichever is greater.

In addition, if the Employer assigns an employee on a temporary basis to a lower classification or if an employee temporarily performs some duties and functions assigned to a lower classification, the employee so assigned shall receive the compensation of the higher level to which the employee is regularly assigned. The Employer, however, at any individual work site shall make such assignments on a non-discriminatory basis so as to equalize the same among the employees within the classification from which assignments are made, so long as such equalization does not interfere with efficient operating procedures.

**Section 3.** The Employer and the Union agree to create a Job Evaluation Committee. The Committee will perform the following functions:

- a. Compress the existing Classification Plan consistent with pay equity principles;
- b. Review the creation of new classifications; and
- c. Review modifications to the compressed plan.

**Section 4.** If an employee works out of class in a position in a higher rated classification within the seniority unit for 113 or more full days in a year, the Employer will post a vacancy in that classification in that seniority unit which shall be filled in accordance with Recommendation 29. The Employer will not rotate the higher level assignment of employees or equipment for the purpose of circumventing the 113 day rule.

This section shall not apply where an employee is assigned to perform the duties of a position in a higher rated classification to replace another employee on an approved leave of absence.

## **RECOMMENDATION NO. 28 DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE**

**Section 1.** The Employer shall not demote, suspend, discharge or take any disciplinary action against an employee without just cause. An employee may appeal a demotion, suspension, or discharge beginning at the third step of the standard grievance procedure or at the first step of the Accelerated Grievance Procedure, within 15 working days of the date of its occurrence. The appropriate district council and local of the Union shall be notified promptly by the Employer of any suspension, discharge or demotion provided, however, the requirement to notify the district council and local of the Union will not be applicable if the Union has not informed, in writing the agency or institution of the applicable district council and local for the employee involved. The failure of the Employer to comply with the preceding notification requirements will not affect the validity of the action, but will suspend the time period set forth above until the notification is sent.

**Section 2.** Any action instituted under Section 1 of this Recommendation shall be implemented within a reasonable period of time after the event giving rise to such disciplinary action or knowledge thereof.

**Section 3.** In the event any action is taken by the Employer under the provisions of this Recommendation which involves patient abuse and a grievance is filed by an employee, the arbitrator shall not consider the failure of the patient to appear as prejudicial.

**Section 4.** The Employer will attempt to discipline employees in such a manner so as not to embarrass the

employee before the public or other employees. It must be kept in mind, however, that where insubordination or flouting of authority by an employee in public and in the presence of other employees takes place, the Employer shall not be restricted by the operation of this section.

**Section 5.** The provisions of Section 1 shall not apply during the initial 180 calendar days of probationary employment. The probationary period can be extended by written agreement between the Employer and the appropriate local or district council of the Union for an additional period, during which time Section 1 shall not apply. Periods of leave without pay and periods of time during which an employee is using paid leave to supplement workers' compensation shall not count toward the initial 180 calendar days or any extension period.

A temporary employee who receives a permanent position through the process set forth in Recommendation 29, Section 21 will serve a 180 calendar day probationary period in the permanent position. The probationary period can be extended by written agreement between the Employer and the appropriate local or district council of the Union for an additional period. During the 180 calendar day probationary period, or any extension period, the employee will have a limited right to the grievance and arbitration procedure for discharge for unsatisfactory work performance. The burden of proof shall rest upon the Employer to prove unsatisfactory work performance. Periods of leave without pay and periods during which an employee is using paid leave to supplement workers' compensation shall not count toward the initial 180 calendar days or any extension period.

**Section 6.** This Recommendation shall not apply to demotions resulting from an employee appeal, an Employer-initi-

ated classification review or unsuccessful completion of a probationary period upon promotion.

**Section 7.** It is agreed that this Recommendation shall be binding and irrevocable during the term of this Memorandum.

**Section 8.** The Employer and the Union agree to continue the alternative forms of discipline in lieu of suspension actions program in accordance with the side letter dated May 31, 1996.

**Section 9.** An employee who is the subject of an Inspector General investigation will be notified when the investigation is concluded. The employee who is not being subject to disciplinary action will be notified at the conclusion of the investigation that the allegations were either "unfounded" or "unsubstantiated". An employee shall be deemed a subject of an investigation when the employee has been accorded a "subject interview".

**Section 10.** The Commonwealth agrees to meet and discuss at the request of the Union over the SEAP Program.

## **RECOMMENDATION NO. 29**

### **SENIORITY**

**Section 1.** Under the terms of this Memorandum, the term "seniority" means a preferred position for specific purposes which one employee within a seniority unit may have over another employee within the seniority unit because of a greater length of service within the state government or a particular organizational or occupational segment thereof.

a. Classification seniority standing for the purpose of promotion shall be determined by the length of unbrot-

ken (as defined in Section 2) service with the Employer in the employee's current classification. An employee whose position has been downgraded will have service in the higher classification counted toward classification seniority in the lower classification.

b. Master Memorandum seniority standing for the purpose of furlough shall be determined by the length of unbroken (as defined in Section 2) service with the Employer in first-level supervisory classifications in all meet and discuss units included in this Memorandum.

c. Employees who served in the Armed Forces of the United States during periods of time listed below shall be responsible for providing proof of military service to their personnel officer within 60 days of their first day of work in order to receive seniority credit in accordance with the Veteran's Preference Act, 51 Pa.C.S.7101 et seq. Failure to provide the required proof of service during the time period shall bar the employee or union from claiming credit for such service at a later date.

Applicable periods are as follows:

- (1) World War I-April 6,1917-November 11, 1918
- (2) World War II-December 7, 1941-September 2, 1945
- (3) Korea-June 25, 1950-July 27,1953
- (4) Vietnam-August 5,1964-January 28,1973

d. Seniority credit for each employee is maintained as a total number of days. Employees will accrue seniority in accordance with the following procedure: The number of regular hours paid each biweekly pay period plus the number of hours of military leave without pay; leave without pay for union business in accordance with Recommendation 17, Section 3; leave without pay for work-related injuries in accordance with Recommendation 26; sick leave without pay in accordance with Recommendation 17, Sections 5 and 6;

parental leave without pay in accordance with Recommendation 18, Section 2 and Family Care Leave Without Pay in accordance with Recommendation 42 will be accumulated. This total number of hours will be divided by 7.5 or 8 as applicable and rounded up to the next higher day. The result will be added to the employee's accumulated total.

**Section 2.** The following shall constitute a break in service: resignation, separation for just cause, retirement, absence without leave for five consecutive working days, failure to report within 10 consecutive working days of recall, expiration of recall period, failure to report after leave and acceptance of other permanent employment while on leave. This shall not restrict the Employer's right to take whatever personnel action it deems warranted for any of the above. If service is broken by any of the above, the employee shall lose Master Memorandum and Classification seniority. If an employee is returned within one year after such break in service, the employee shall be entitled to credit for seniority purposes the time accrued up to the time break in service occurred, but shall not be entitled to any credit for the time represented by such break in service.

Employees who are furloughed and who file applications for retirement benefits which are subsequently approved, will be considered to have a break in service as of the date of the approval of benefits by the State Employees' Retirement Board.

A furloughed employee who applies for and receives retirement benefits from the State Employees' Retirement Board shall forfeit all recall rights as of the date of the approval of benefits by the State Employees' Retirement Board.



**Section 3.** Seniority lists shall be prepared for each seniority group and revised where necessary every six months. Appropriate service information shall be shown thereon to permit application of various seniority provisions. Such lists shall be posted on the appropriate bulletin boards. Seniority lists shall be provided to the local Union President upon request not more than once every six months. Grievances alleging a violation of this Section may be appealed directly to the fourth step of the grievance procedure or directly to the State Committee, where applicable. In the State System of Higher Education grievances alleging a violation of this Section may be appealed directly to the third step of their grievance procedure or directly to the State Committee, where applicable.

**Section 4.** All vacancies which are to be filled within the seniority unit will be posted at appropriate work locations prior to the filling of such vacancies for a period of at least 15 calendar days unless an emergency requires a lesser period of time. The Employer also agrees to post entrance level vacancies within the seniority unit at appropriate work locations prior to the filling of such vacancies for a period of at least five calendar days unless an emergency requires a lesser period of time. Such postings shall include the position number (Bureau Code, Class Code and serial number).

**Section 5.** Whenever the Employer deems it necessary to fill a non-civil service vacancy, vacancies shall be filled in the following manner:

a. Employees in the classification immediately below the vacancy within the seniority unit wishing to bid for such vacancy shall submit to the Employer their name on a bidding form available from an agency office specified on the posting. Employees must submit a bid within the time period specified on the posting.

b. Where it is determined that skill and ability are relatively equal among the bidding employees in the classification immediately below the vacancy within the seniority unit, the vacancy shall be filled by promoting the employee with the greatest Classification seniority except in the following instances:

(1) Where it is necessary to comply with the provisions of applicable law and rules relating to the Commonwealth's Affirmative Action Program.

(2) Where the job involved requires highly specialized skill, training and expertise and there are no employees in the classification immediately below the vacancy who possess such qualifications.

(3) Whenever a position is reclassified upward to correct an improper classification or to reflect an accretion of duties or reorganization of duties, then the incumbent shall be awarded the higher position.

c. If an employee is promoted in accordance with this section and was temporarily assigned, at the time the position was posted or thereafter, the work in that position, the employee will be promoted retroactive to the ending date of the posting.

**Section 6.** Whenever the Employer deems it necessary to fill a civil service vacancy, vacancies shall be filled in the following manner:

a. Employees in the classification immediately below the vacancy within the seniority unit wishing to bid for such a vacancy shall submit their name to the Employer on a bidding form available from an agency office specified on the posting. Employees must submit a bid within the time period specified on the posting.

b. When a vacancy is filled without examination and where it is determined that skill and ability are relatively equal among the bidding employees in the classifica-

tion immediately below the vacancy within the seniority unit, the vacancy shall be filled by promoting the employee with the greatest Classification seniority subject to the exceptions noted in paragraphs 1, 2 and 3 of Section 5 b of this Recommendation.

c. When a vacancy is filled by examination within a seniority unit, the bidding employee with the greatest Classification seniority in the classification immediately below the vacancy who is within five points of the seniority unit employee with the highest score shall be promoted unless a person outside the seniority unit receives a grade placing the person 10 points or more higher than the seniority unit employee with the highest score in which instance the person from outside the seniority unit may be appointed. An example of a five-point range would be 85-90, inclusive. An example of a 10-point range would be 80-90, inclusive. This Section is subject to the exceptions as set forth for non-civil service employees in paragraphs 1, 2 and 3 of Section 5 b of this Recommendation. For the purpose of this Section, persons outside the seniority unit whose names appear on the civil service list are not required to submit a bid in order to be considered for the vacancy.

d. If an employee is promoted in accordance with this section and was temporarily assigned, at the time the position was posted or thereafter, the work in that position, the employee will be promoted retroactive to the ending date of the posting.

**Section 7.** When the Employer determines that a furlough is necessary within a seniority unit, employees will be furloughed in the inverse order of Master Memorandum seniority. Employees affected by furlough who have the requisite seniority and skill and ability shall bump laterally or down in the following manner:

a. If an employee is affected by furlough the employee shall bump down into the next lower classification within the classification series within the same geographical and organizational limitation as the seniority unit, provided the employee has more Master Memorandum seniority than the employee with the least Master Memorandum seniority in that classification and has the requisite skill and ability. If such a bump is not available, the employee shall bump into any other lower classification in the same classification series using the same procedure.

b. If the affected employee is unable under Section a above to bump into a lower classification the employee shall bump laterally or down into any other classification previously held within the meet and discuss unit but within the same geographical and organizational limitation as the seniority unit, using the seniority procedure specified in a above. If such a bump is not available, the employee shall bump into any other lower classification in the classification series of the position previously held using the same procedure.

c. If the affected employee is unable under Sections a and b above to bump into a position, the employee shall bump laterally or down into any classification previously held within any meet and discuss unit included in this Memorandum but within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring using the seniority procedure specified in a above. If such a bump is still not available, the employee shall bump into any other lower classification of the classification series of the position previously held using the same procedure.

d. If the affected employee is unable to bump into any position as provided in Sections a, b, and c above, and the employee formerly occupied a classification within

any rank and file bargaining unit included in the Master Agreement between the Commonwealth of Pennsylvania and the American Federation of State, County, and Municipal Employees, AFL-CIO, such employee shall then first bump laterally or downward into the classification occupied immediately prior to leaving a bargaining unit included in that Agreement, or if such a bump is not available, then into any lower classification in the same classification series, provided the classification is within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring and provided that the employee has more Master Agreement seniority than the employee with the least amount of Master Agreement seniority in that classification and has the requisite skill and ability, and provided that the employee has not had a break in service as defined in Section 2 since leaving the bargaining unit. If a position cannot be obtained in this manner, the same procedure will be repeated for any position previously held within any bargaining unit included in that Agreement or if such a bump is not available then into any lower classification in the same classification series, provided the classification is within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring.

e. If the affected employee is unable to bump into any position as provided in Sections a, b, c, and d above, the employee shall be furloughed, subject to the provisions of Section 12 of this Recommendation.

f. If an employee refuses to exercise rights under this section, the employee shall forfeit all further bumping rights under this section, recall rights under Section 9 of this Recommendation to positions in all classifications except the one from which the employee was furloughed and placement rights under Section 12 of this

**Recommendation.**

g. Where the need for furlough can be reasonably anticipated, the Employer will notify the Union one month in advance of any impending furlough.

**Section 8.** Before any furlough is implemented in a classification in the classified service in a seniority unit, all emergency employees will be separated before any temporary employees; temporary employees will be separated before any provisional employees; and all provisional employees will be separated before any probationary employees or any regular status members of the classified service are furloughed.

Before any furlough is implemented in a non-civil service classification, all temporary employees will be separated before any permanent employees are furloughed.

**Section 9.** The Employer shall establish a recall list by classification series using the same geographical and organizational limitation as the seniority unit in which the furlough occurred for those employees furloughed under Section 7 of this Recommendation in the inverse order of seniority.

a. Employees on such recall lists shall have rights to a position in a classification within the seniority unit from which they were furloughed or to any lower-level classification in the same classification series in the same geographical and organizational limitation as the seniority unit in which the furlough occurred provided they have the requisite seniority and skill and ability.

b. Such recall lists will remain in effect for a furloughed employee for a period of three years after the effective date of the furlough.

c. In the event an employee on a recall list refuses an offer of employment in a lower classification for which

the employee has seniority rights, the employee shall forfeit recall rights to such a classification; if the employee refuses an offer of employment in the classification from which the employee was initially furloughed, the employee shall forfeit all recall rights.

d. During the period that employees are on a recall list, they shall keep the Employer informed of any change of address. An employee who is not offered recall because of failure to notify the Employer of a change of address and who subsequently informs the Employer of the current address shall be returned to the recall list and shall be offered the next opportunity for recall, provided the employee's three year recall period has not expired.

e. During the recall period employees may be offered recall to either temporary or part-time positions. If an employee refuses an offer of either temporary or part-time recall, the employee forfeits all further recall rights to the type of employment refused. The employee would retain recall rights to permanent, full-time employment for which the employee is eligible.

f. The recall period of a furloughed employee who, during the recall period, returns to the furloughing agency's payroll in a temporary capacity shall be extended by the amount of time the employee serves in the temporary capacity.

g. A furloughed employee who, during a recall period, returns to the Employer's payroll in a temporary capacity shall upon recall from the furlough to permanent employment, be credited with seniority for the amount of time spent in the temporary capacity.

h. A furloughed employee who, during a recall period, returns to the Employer's payroll in a temporary capacity shall be eligible for all benefits enjoyed by permanent employees, provided other applicable eligibility requirements are met.

i. The Employer will provide the Union with a copy of all recall lists.

j. A furloughed employee who applies for and receives retirement benefits from the State Employees' Retirement Board shall forfeit all recall rights under this section as of the date of the approval of benefits by the State Employees' Retirement Board.

**Section 10.** An employee desiring to transfer to another position in the same, equivalent or lower level classification shall submit a written request to the personnel office for the employee's seniority unit stating the reasons for the requested transfer. Prior to filling a vacancy, all written requests received for the position from employees within the same geographical/organizational limitation as the seniority unit will be considered. If the Employer in its sole discretion agrees to such transfer, the employee shall be entitled to maintain appropriate seniority rights. Nothing in this Section shall supersede the seniority rights of employees under this Recommendation.

**Section 11.** In making shift assignments to shift openings, preference shall be granted on a seniority basis unless the Employer feels it is necessary to assign otherwise in order to protect the efficiency of operation. Seniority status in this regard shall be Classification seniority. If Classification seniority is equal for competing employees, Master Memorandum seniority will be used. If Master Memorandum seniority is also equal, the assignment will be made by lot.

**Section 12.** If an employee is unable to execute a bump as provided by Recommendation No. 29, Section 7, and is placed on a furlough list, the Commonwealth will attempt to place the employee in a budgeted, available, uncommitted



vacancy in a classification covered by the Master Memorandum to which there are no seniority claims in the following manner:

a. Placement will be made to positions in classifications covered by the Master Memorandum to which an employee has bumping rights in any agency under the jurisdiction of the Governor provided the employee possesses the requisite skill and ability. In addition, placement will be made to entrance level vacancies in any classification covered by the Master Memorandum in the same or lower pay range in the agency from which the employee was furloughed, provided the employee meets the minimum requirements and qualifications essential to the work of the vacancy.

If an employee is unable to be placed under paragraph one of this subsection, placement will be made to entrance level vacancies in a classification in the same or lower pay range in the same meet and discuss unit from which the employee was furloughed in any agency under the jurisdiction of the Governor, provided the employee meets the minimum requirements and qualifications essential to the work of the vacancy.

b. Employees placed in entrance level vacancies which are not in the classification or classification series which an employee previously held will serve a six month probationary period during which time the provisions of Recommendation No. 28, Section 1 shall not apply. Employees who are terminated for failure to successfully complete the probationary period shall retain recall rights under Section 9 of this Recommendation.

c. Geographic limitations for the application of this Section will be designated by the employee by completing a placement questionnaire. The employee may choose up to ten counties in which the employee would be available for employment or a statewide availability.

d. Placement will be made in order of Master Memorandum seniority; however, employees with an earlier furlough date will be placed in vacancies before employees with a later furlough date.

e. Civil service employees will have placement rights to both civil service and non-civil service vacancies consistent with the requirements outlined in paragraph one of this Section.

Non-civil service employees will have placement rights only to non-civil service vacancies, except that if an appropriate vacancy in a non-civil service position is not available and the employee previously was a member of the classified service in a classification to which the employee would have rights under this Section, placement in that civil service classification will be attempted consistent with the requirements outlined in paragraph one of this Section and in accordance with the Civil Service Act and Rules.

f. Employees will be offered placement in one vacant position. If an employee declines the offer of placement, the employee's rights under this Section cease. The furloughed employee shall retain recall rights as outlined in Recommendation No. 29, Section 9.

g. If an employee accepts an offer of placement under this Section, any other placement rights to which an employee may be entitled under this Section cease.

h. In addition, employees shall complete an "Availability for Temporary Employment" questionnaire. If an employee indicates a desire not to be offered placement to temporary positions no such offers will be made and placement rights to permanent positions will not be affected. However, if an employee indicates a desire to be offered a temporary position and refuses such an offer, the employee shall forfeit all placement rights.

i. Employees placed in vacancies in the same classifi-

cation from which furloughed or in vacancies in other classifications at the same pay range of the classification from which furloughed will lose recall rights outlined by Recommendation No. 29, Section 9. Those employees placed in a classification in a lower pay range will retain their recall rights under Recommendation No. 29, Section 9.

j. The provisions of this Section will be implemented at the time the employee's completed placement questionnaires are received by the central personnel office of the appropriate agency, and will continue for six months after the employee has been furloughed. When the six month period has expired, an employee's rights under this Section cease. However, the employee will retain recall rights under Recommendation No. 29, Section 9, except as provided in Subsection h. The provisions of this section will not be implemented on behalf of employees who do not return completed placement questionnaires.

k. The provisions of this section will apply to furloughs implemented on or after June 30, 1983.

l. A furloughed employee who applies for and receives retirement benefits from the State Employees' Retirement Board shall forfeit any placement rights under this Section as of the date of the approval of benefits by the State Employees' Retirement Board.

The provisions of this section will also be applied within each of the independent agencies.

**Section 13.** The probationary period for promotions shall be 180 calendar days in length and the provisions of Recommendation No. 28, Section 1 shall not be applicable if an employee is demoted within that time for failure to successfully complete the probationary period. In such case, employees shall have the right to return to their former classification during this period. Periods of leave without pay

and periods of time during which an employee is using paid leave to supplement workers' compensation shall not count toward the probationary period.

If an employee works out of class and is subsequently promoted to the same classification in the same seniority unit, the employee shall have the time worked out of class in the preceding six months credited toward the probationary period.

**Section 14.** For the purpose of furlough, the number of union stewards and chair officers of the Union locals agreed to by the parties on November 19, 1975 shall have superseniority. The Union shall provide the Employer, on a quarterly basis, a list of all employees who have been granted superseniority in accordance with the provisions of this Section. The list shall contain the employee's name, union title, agency of employment, bargaining unit, work location and local union number.

Master Memorandum seniority will be used to break ties among employees who have been granted superseniority. If Master Memorandum seniority is equal, the employees will draw lots.

**Section 15.** Seniority unit means that group of employees in a classification within an affected institutional, bureau, agency or department operational structure in a given geographic work area as listed in Appendix E.

**Section 16.** Grievances relating to the interpretation, application and implementation of Sections 5, 6, 7, 8, 9, 12, 15, 19 and 21 of this Recommendation shall be filed at the third step/Joint State Committee. Only those grievances relating to Sections 7, 9 and 12 shall be subject to arbitration which shall be conducted by a panel of three members — one to be appointed by the Office of Administration, one to be appoint-

ed by the Union and the third to the selected by the Employer from a list of five names to be mutually agreed upon by the Employer and the Union. Such third member shall not be affiliated, directly or indirectly, with any labor organization or be an employee of the Commonwealth of Pennsylvania.

The decision of the panel, hereinbefore described, shall be final and binding on the parties of this Memorandum. The panel shall meet monthly for the purpose of adjusting grievances under this Section.

**Section 17.** When in the exercise of seniority rights provided hereunder, two or more employees are deemed relatively equal in skill and ability and have the same seniority, preferential rights shall be determined by lot.

**Section 18.** The provisions of this Recommendation relating to promotions and filling of vacancies shall not be applicable to entrance level classifications.

**Section 19.** Employees who formerly occupied classifications within supervisory units included in this Memorandum, and who are not now in supervisory units represented by AFSCME and who are affected by furlough may not bump into classifications previously held in supervisory units included in this Memorandum.

However, employees who formerly occupied classifications within supervisory units included in this Memorandum who elected the voluntary demotion/transfer option contained in the 1991-1993 Master Memorandum may exercise that option, if available, during the term of this Memorandum.

**Section 20.** Section 7 of this Recommendation shall be binding and irrevocable during the term of this Memorandum.

**Section 21.** Permanent part-time employees will have the

right to use their seniority to bid and be selected for permanent full-time vacancies that occur in the same classification within the seniority unit. The criteria of Sections 5 and 6 of this Recommendation will be applicable.

Temporary employees who have been employed in both calendar years 1992 and 1993 and who were not terminated for unsatisfactory performance will be placed in temporary vacancies in the seniority unit and in the last classification held which occur on or after the effective date of this Memorandum.

Temporary employees will have the right to bid and be selected for permanent vacancies that occur in the same or lower level classification within the class series within the seniority unit. The seniority criteria of Sections 5 and 6 of this Recommendation will be applicable.

**Section 22.** When there are competing seniority claims for either a permanent or temporary budgeted available position which the Employer intends to fill, those claims will be ranked in the following order: Recall, in accordance with Section 9; Promotion, in accordance with Sections 5 and 6; Placement, in accordance with Section 12; Part-time employees bidding on full-time positions in the same classification, in accordance with Section 21; and temporary employees bidding on permanent positions, in accordance with Section 21.

## **RECOMMENDATION NO. 30**

### **UNIFORMS, CLOTHING AND EQUIPMENT**

**Section 1.** Where the Employer now provides devices, apparel or equipment necessary to protect employees from injury or exposure to extreme non-climatic heat or cold, the Employer shall continue to provide the level of protection

in accordance with the practice now prevailing. Where no such protection is now provided, the Employer shall provide whatever device, apparel or equipment is necessary to afford a level of protection provided by the agency for similar risks or exposure. Where special tools are required for accomplishing work assignments, the Employer shall be responsible for supplying the same. Where the tools customarily used in a trade or craft are now required to be supplied by the employee, such requirement shall continue; where such tools are presently supplied, the practice shall continue. Where uniforms are required and for so long as they may be required, the Employer agrees to furnish the uniforms so required. Uniform requirements are not to be confused with dress regulations required by the Employer.

**Section 2.** In the event a patient or inmate damages or destroys items of clothing or personal property which are worn by an employee and which are necessary for the performance of such employee's work, the Employer shall reimburse the employee for the value of such clothing or personal property. In addition, where the employee demonstrates that items of clothing which were not being worn by the employee are destroyed by a patient or inmate, the Employer shall reimburse the employee for the value of such clothing. The condition of the clothing or personal property immediately prior to such damage shall be taken into account in determining its value. The incident giving rise to such claims must be verified and not be due to the employee's own negligence. The Employer shall take prompt and timely action in the disposition of employee claims for damaged personal effects.

**Section 3.** The Employer shall, at its option, either replace or reimburse an employee for the value of the tools or toolbox stolen after forcible entry into a State-owned or leased

facility, provided all of the following conditions exist:

a. The tools and toolbox must be required to perform the duties assigned to the employee and the employee is obligated to supply the necessary tools.

b. The facility and location in the facility must be the place that is designated in writing by the Employer as the appropriate place to store tools when not in use.

c. If tools are stolen from a toolbox, the toolbox must have been locked if the box contained a locking device or a lock could be applied to seal the contents.

d. The employee must submit a written list of tools to the Employer and written modifications to the list whenever tools are removed, broken or new tools added. When new tools are added, the employee shall state the price on the modification.

The Employer has the right to verify the accuracy of the list and modifications made thereto provided, however, the involved employee is present while such verification is being made.

## **RECOMMENDATION NO. 31 DISCRIMINATION/EMPLOYEE TREATMENT**

**Section 1.** Both the Employer and the Union agree not to discriminate against any employee on the basis of race, creed, color, ancestry, sex, marital status, age, national origin, disability, union membership, or political affiliation, or sexual orientation.

**Section 2.** The Employer does not condone sexual harassment of any employee and encourages employees who, after appropriate consideration of all relevant facts, believe that they are the object of such conduct, to report such allegations as soon as possible. The burden of substantiating such



an allegation rests with the charging party. Because of the seriousness of such allegations which could result in discipline or discharge of the person charged, it is understood that false, frivolous and/or reoccurring unsubstantiated allegations may result in disciplinary actions against the charging party.

Substantiated instances of such harassment will be remedied by the Employer.

**Section 3.** An employee who has filed a sexual harassment complaint will be notified when the investigation has been concluded. The employee will be informed of the results of the investigation.

**Section 4.** Employees shall be treated in a respectful manner which does not embarrass them or demean their dignity. Incidents which are at variance with this principle may be appealed through the Grievance Procedure, provided that the decision at the fourth step/Joint State Committee shall be final and binding.

## **RECOMMENDATION NO. 32 UNION BUSINESS**

**Section 1.** The Employer agrees to provide space on bulletin boards to the Union for the announcement of meetings, election of officers of the Union and any other material related to Union business. Furthermore, the Union shall not post material detrimental to the labor-management relationship nor of a political or controversial nature. The Union may send mail related to Union business to local official Union representatives at appropriate facilities to which mail is delivered. Such mail shall not be read by other than the addressee.

**Section 2.** No Union member or representative shall solicit members, engage in organizational work, or participate in other Union activities during working hours on the Employer's premises except as provided for in the processing of grievances.

Union members or representatives may be permitted to use suitable facilities on the Employer's premises to conduct Union business during non-work hours upon obtaining permission from the Employer's personnel officer or designated representative. Any additional costs involved in such use must be paid for by the Union.

Union representatives shall be permitted to investigate and discuss grievances during working hours on the Employer's premises if notification is given to the personnel officer or a designated representative. If the Union representative is an employee of the Employer, the employee shall request from the immediate supervisor reasonable time off from regular duties to process such grievances.

The Employer will provide a reasonable number of employees with time off, if required, to attend meet and discuss meetings.

### **RECOMMENDATION NO. 33 SPECIAL AND PART-TIME EMPLOYEES**

**Section 1.** Present practices relating to employees who are part-time, irregularly scheduled, or specially classified shall remain in effect.

**Section 2.** Employees referred to in Section 1 shall only be entitled to those fringe benefits presently received subject

to any modifications to those specific fringe benefits provided for in the Memorandum. If prior fringe benefits were prorated, the modifications to those fringe benefits shall likewise be prorated. No additional fringe benefits shall accrue by virtue of this Memorandum.

**Section 3.** The Employer shall not arbitrarily convert full-time vacancies to part-time positions or vacancies.

### **RECOMMENDATION NO. 34 PEACE AND STABILITY**

**Section 1.** No employe shall engage in a strike as that term is defined in Article VI and XI of the Public Employe Relations Act.

**Section 2.** The Employer may summarily discipline, suspend, demote, or discharge, any employe or employes who violate the provisions of Section 1 of this Recommendation.

### **RECOMMENDATION NO. 35 MISCELLANEOUS PROVISIONS**

**Section 1.** In the event that any provision of this Memorandum requires legislative action to become effective, including but not limited to the amendment to existing statutes, the adoption of new legislation, or the granting of appropriations, it shall become effective only if such legislative action is taken. The parties, however, mutually agree to make recommendations to the Legislature which may be necessary to give force and effect to the provisions of this Memorandum.

**Section 2.** Where the term meet and discuss is used in this Memorandum, it will be deemed to have the meaning of that term as defined and applied under the Public Employee Relations Act.

**Section 3.** Ratings shall be completed by supervisors who are familiar with the work performance of the employee. This shall in no way affect review procedures.

**Section 4.** Employee benefits and working conditions now existing and not in conflict with the Memorandum shall remain in effect, subject, however, to the right of the Employer to change these benefits or working conditions in the exercise of its management rights reserved to it under Recommendation No. 2 of this Memorandum.

**Section 5.** Travel expenses shall be paid in accordance with the Commonwealth's existing Travel Expense Regulations. The mileage allowance shall be 30 cents per mile or the General Service Administration rate, whichever is greater. If the General Services Administration of the Federal Government increases or decreases the mileage allowance for employees under its jurisdiction, the mileage allowance for employees under this Memorandum will be increased or decreased by the same amount 30 days after the effective date of the General Services Administration change, but in no case will the amount fall below 26 cents per mile.

**Section 6.** Committees composed of representatives of the Union and the Employer are to be established at agency and appropriate local levels to resolve problems dealing with the implementation of this Memorandum and to discuss other labor-management problems that may arise. The levels at which these committees are to function may be determined by agency or departmental discussions.

**Section 7.** Reasonable use of telephones for local calls on personal business by employees is permitted in accordance with existing practices where such use does not interfere with the efficiency of the operation. Long distance calls are permitted provided they are collect or are charged to credit cards or to the employee's home telephone number.

**Section 8.** There shall be an official personnel file for each employee. The contents of an employee's personnel file, excluding pre-employment information, will be available for examination by the employee within a reasonable period of time after the employee's request. Such examination shall be at the location where the personnel file is maintained and shall be conducted in the presence of the personnel officer or designee. Material shall not be removed from or added to the folder nor shall its contents be altered in any way. Employees are entitled to have a representative with them while reviewing their own file. If there is any disagreement as to the contents of the personnel file, an employee shall have the right to submit a statement concerning any materials in the employee's file and any such statement shall then become part of the personnel file. If comments are placed in the file during an exit interview, the employee shall have the right to submit a statement concerning those comments which shall then become a part of the personnel file. After a period of two years, a written reprimand or reference to an oral reprimand shall be removed from the employee's official personnel folder, if no intervening incidents of the same or a similar nature have occurred.

**Section 9.** Inter-city and inter-agency permanent transfers shall be made by agreement between the Employer and employee except as otherwise provided in unit memoranda.

**Section 10.** A joint committee comprised of 10 representatives of the Union and 10 representatives of the Employer

will meet during the term of this Memorandum to discuss the impact of technology on the work environment, work processes and job classifications and pay ranges. The committee will discuss ways to improve work efficiency and improve the delivery of service to the public.

**Section 11.** The Employer shall, upon request, discuss any contemplated change in organizational structure that may affect existing job classifications. Such discussions shall be held to determine whether opportunities will be provided for lateral transfers into new or existing vacancies which may afford promotional opportunities based on seniority.

**Section 12.** In the event the Public Employee Relations Act is amended during the term of this Memorandum, the parties agree to meet and discuss concerning the amendments to determine whether or not this Memorandum should be amended to incorporate changes permitted by the amendments to the Act.

**Section 13.** A position shall not be filled by a temporary employe or employees for more than 12 consecutive months or the length of a leave of absence of the employe being replaced, whichever is greater.

**Section 14.** The Employer agrees to continue in the development of plans to expand child care facilities.

**Section 15.** In the event the State Employees Retirement Code is amended during the term of this Memorandum to authorize dues deductions for retired public employe associations, the parties agree to meet and discuss whether or not the Memorandum should be amended to incorporate changes permitted by the amendment to the Code.

## **RECOMMENDATION NO. 36 AFFIRMATIVE ACTION**

If any provision of this Memorandum is in conflict with Federal Executive Orders 11246 and 11375, as amended, the Civil Rights Act of 1964, and all laws and rules, relating to the Commonwealth's Affirmative Action program, and the Americans with Disabilities Act, the provisions of the aforementioned Orders, laws and implementing regulations shall prevail.

Disputes regarding the application and implementation of the Orders, laws and implementing regulations shall be subject to the grievance procedure.

This provision does not constitute a waiver of rights under Act 195.

## **RECOMMENDATION NO. 37 GRIEVANCES/STANDARD GRIEVANCE PROCEDURE**

**Section 1.** Where an employee has the right to process a grievance through either the procedure provided herein or through the Pennsylvania Civil Service Commission and files an appeal with the Commission either the Memorandum grievance procedure shall cease, if the employee has submitted a memorandum grievance or the employee shall not be entitled to institute proceedings under the Memorandum grievance procedure. If the appeal to the Commission is withdrawn by the employee or not accepted by the Commission within 15 working days of the date of the occurrence of the action giving rise to the grievance, the processing of a memorandum grievance filed within the time limits set forth in Section 2 shall be permitted.

**Section 2.** Any grievance or dispute which may arise concerning the application, meaning or interpretation of this Memorandum shall be settled in the following manner:

**STEP I.** The employee, either alone or accompanied by the Union representative or the Union where entitled, shall present the grievance orally or in writing to the employee's immediate supervisor within 15 working days of the date of its occurrence, or when the employee knew or by reasonable diligence should have known of its occurrence. The supervisor shall attempt to resolve the matter and report a decision to the employee, orally or in writing, within 15 working days of its presentation.

**STEP II.** In the event the grievance is not settled at Step I, the appeal must be presented in writing by the employee or Union representative to the head of the employee's division, bureau, institution, or equivalent organizational unit within 15 working days after the supervisor's response is due. The official receiving the written appeal, or the official's designated representative, shall respond in writing to the employee and the Union representative within 15 working days after receipt of the appeal.

**STEP III.** An appeal from an unfavorable decision at Step II shall be presented by the employee or Union representative to the agency head, within 15 working days after the response from Step II is due. The agency head, or designee shall respond in writing to the employee and Union representative within 15 working days after receipt of the appeal.

**STEP IV.** In the event the grievance has not been satisfactorily resolved in Step III, written appeal may be made by the employee or Union representative within 15 working days of the Step III decision to the Bureau of Labor Relations, Office of Administration,



or in the case of the independent agencies, the agency head or the appropriate designee and shall contain a copy of the Step II and III decisions. The Bureau of Labor Relations, Office of Administration, or in the case of the independent agencies, the agency head or the appropriate designee shall issue a decision in writing to the Union within 15 working days after receipt of the appeal.

Upon request of the Union, a meeting will be held at Step IV of the grievance procedure.

**Section 3.** An employee shall be permitted to have a representative of the Union present at each step of the grievance procedure up to and including Step IV, subject, however, to Section 606, Article VI of the Public Employee Relations Act.

Upon request by an employee or union representative, a grievance meeting will be rescheduled, if necessary, if Union representation is temporarily unavailable to the employee. Where this occurs, the time limits for response to the grievance will be suspended during the postponement period.

Employees selected by the Union to act as Union representatives shall be known as stewards. The Union shall furnish the Employer with the names and work locations of union representatives and shall notify the Employer of any changes.

A reasonable number of witnesses, when required, shall be allowed to participate in the grievance procedure.

An aggrieved employee and Union representatives, if employees of the Employer, shall be granted reasonable time during working hours, if required, to process grievances in accordance with this Recommendation without loss of pay or leave time.

In the interest of expediting the resolution of grievances involving shift preference and the denial of annu-

al or personnel leave requests, the parties agree to utilize alternative approaches and methods, including such procedures as reducing the number of grievance steps and providing for the issuance of employer responses within reduced periods of time.

All of the time limits contained in this Section may be extended by mutual agreement. The granting of any extension at any step shall not be deemed to establish precedence.

Where such Union representatives represent employes in more than one agency, they shall be permitted to cross agency lines for this purpose.

The Union may present grievances concerning agency-wide decisions directly to Step III within 15 working days of the date of the occurrence or the date when the Union knew or by reasonable diligence should have known of its occurrence.

### **RECOMMENDATION NO. 38 GRIEVANCES/ACCELERATED GRIEVANCE PROCEDURE**

**Section 1.** The accelerated grievance procedure contained in this Recommendation shall be utilized by agencies listed in Rule 1, Section 3 of the Rules of the Accelerated Grievance Procedure contained in Appendix F.

**Section 2.** Where an employe of the Commonwealth has the right to process a grievance through either the procedure provided herein or through the Pennsylvania Civil Service Commission and files an appeal with the Commission, either the contract grievance procedure shall cease, if the employe has submitted a contract grievance, or the employe shall not be entitled to institute proceedings

under the contract grievance procedure. If the appeal to the Commission is withdrawn by the employee or not accepted by the Commission within the time limits prescribed in Section 2 of this Recommendation, the processing of a timely filed contract grievance shall be permitted.

**Section 3.** Any grievance or dispute which may arise concerning the application, meaning, or interpretation of this Memorandum shall be processed in the following manner:

**STEP 1.** The employee, either alone, or accompanied by a Union Representative, or the Union Representative, where entitled, shall present the grievance in writing to the Employer's worksite designee within fifteen (15) working days of the date of the occurrence giving rise to the dispute, or when the employee knew or by reasonable diligence should have known of the occurrence.

In addition, in order for a grievance to be discussed at Step 1, the respective Employer worksite designee must have received a written confirmation of the grievance at least fifteen (15) working days prior to the prescheduled Step 1 meeting. This period may, however, be modified by mutual agreement.

The parties agree the respective Employer designee and the Union counterpart must schedule and meet on a monthly Step 1 basis, if necessary, in order to attempt to resolve all outstanding grievances. At the Step 1 meeting, the parties will advise each other of all of the then known facts, including witnesses, and furnish copies of relevant reports or investigations upon which the party will rely in proving and/or supporting its respective position.

When special circumstances preclude the disclosure of confidential patient, resident, client, student, or inmate information at the Step 1 meeting, the case will be handled in accordance with the agreed upon procedures to be developed by the parties.

Any agreed upon final settlement of a grievance reached at Step 1 shall be reduced to writing and signed by the Union and the Employer designee. Decisions at Step 1 shall not be used as precedent for any subsequent case.

After the Step 1 meeting has been held, and the then known information the parties intend to rely on to support their respective positions has been discussed and exchanged, the respective Employer designee must, if the case is not settled at this point, make a written disposition of the matter to the Union within fifteen (15) working days from the date of the Step 1 meeting.

STEP 2. If the Step 1 response is not satisfactory, or a response has not been received by the Union within fifteen (15) working days of the Step 1 Meeting, the Union shall have fifteen (15) working days after the Commonwealth's response is received or due, to appeal the decision by filing its grievance with the appropriate Joint Area Committee referred to in Rule 1 of the attached Rules of Procedure. Such submission shall be made in writing, and shall be filed in accordance with the established procedures with the Office of Administration, Bureau of Labor Relations (OA-BLR - 404 Finance Building, Harrisburg, PA 17120).

Failure of the Union to submit grievances to the appropriate Joint Area Committee within the fifteen (15) day appeal period specified above, shall be cause for the Commonwealth to consider the matter "settled and withdrawn." Any later discovered or developed evidence, not previously disclosed to the other party at the Step 1 meeting must be submitted to the other side as soon as practical after discovery and/or development, but in no event later than 48 hours (excluding holidays and Saturdays/Sundays) before the Step 2 hearing. (See Rule 4, Section 3 for Exceptions).

Decisions of the Joint Area Committees are final and binding and shall not operate as precedent.

STEP 3. Failure of the respective Joint Area Committees to resolve the grievance at Step 2 of this procedure (i.e. a "deadlock" result at the Area Committee Level) shall cause the matter to automatically move to Step 3 of this procedure. No additional appeal submission or filing shall be required for "deadlocked" cases to be docketed with the Joint Pennsylvania State Committee. However, when such docketing occurs, the Office of Administration, Bureau of Labor Relations, will furnish official notice confirming the docketing of all cases scheduled to be heard by the State Committee, along with the date, place, and time of the scheduled meeting to the affected Commonwealth Agency (Division of Labor Relations) and Council 13 of AFSCME (Grievance Department -4031 Executive Park Drive, Harrisburg, PA 17111-1599).

The Committees at Steps 2 and 3 shall have the right to hear testimony from both parties, investigate all relevant facts and render a final and binding decision. Each case shall be considered on its merits and the memorandum of understanding shall constitute the basis upon which the decision shall be rendered.

The Committees shall neither add to, subtract from, nor modify the provisions of the Master Memorandum. The Committees shall be confined to the precise issue submitted, and shall have no authority to determine any other issues not so submitted. If the Joint Pennsylvania State Committee is unable to reach a decision by majority vote, the matter will be considered "deadlocked".

STEP 4. In accordance with Recommendation 39 an appeal from a deadlocked decision at Step 3 may be initiated by the Union, by written notice of the intent to proceed to arbitration. This notice must be sent within

fifteen (15) working days after the deadlocked decision from Step 3 to the Office of Administration (Bureau of Labor Relations, 404 Finance Building, Harrisburg, PA 17120), and the affected Commonwealth Agency (Division of Labor Relations).

**Section 4.** An employee shall be permitted to have a representative of the Union present at each step of the grievance procedure, up to and including Step 3; subject, however, to Section 606, Article VI of the Public Employee Relations Act. Upon request by an employee or Union representative, a Step 1 grievance meeting will be postponed or rescheduled, if necessary, if a Union Representative is temporarily unavailable to the employee. Where this occurs, the time limits for response to the grievance will be suspended during the postponement period.

Employees selected by the Union to act as Union representatives shall be known as stewards. The Union shall furnish the Commonwealth with the names and work locations of grievance representatives and shall notify the Commonwealth of any changes.

Where such Union representatives represent employees in more than one agency, they shall be permitted to cross agency lines for the purpose of processing grievances.

A reasonable number of witnesses shall be permitted to attend Committee meetings without suffering the loss of any pay, when their presence is required because of the Commonwealth's refusal to accept the witnesses' written statements, as provided for in the attached Rules of Procedure. Grievants shall be treated in exactly the same manner as witnesses under this procedure.

An employee who presents a grievance or sits on a Joint Area Committee Panel, shall do so with pay, provided the Union has indicated their desire to have that person participate in the procedure. The number of

employees so designated shall not be abused.

The Union may present grievances concerning agency-wide actions or state-wide actions directly to Step 3 within fifteen (15) working days of the date of the occurrence giving rise to the dispute, or the date when the Union knew, or by reasonable diligence should have known, of its occurrence. However, the Union will meet with the official Agency or Office of Administration designee prior to any hearing on such grievances, in order to resolve any factual disputes relating to such Agency-wide or State-wide grievances.

**Section 5.** The Joint Area Committee and the Joint Pennsylvania State Committee will function under the Rules of Procedure in Appendix F.

## **RECOMMENDATION NO. 39 ARBITRATION**

**Section 1.** An appeal from Step IV/Joint State Committee of the grievance procedure in the preceding Recommendations may be submitted to arbitration within 15 working days after the response from Step IV is due or the Joint State Committee has deadlocked only in the following circumstances:

a. To determine whether there was just cause for a discharge, demotion or suspension which has not occurred as the result of a strike.

b. To determine whether employees are engaged in a "strike" which is prohibited under Recommendation No. 34; provided, however, that the Employer retains the sole discretion of determining the appropriate disciplinary action for employees engaged in a strike as provided in Section 2 of Recommendation No. 34.

c. To determine whether there has been a violation of the seniority provisions set forth in Section 7, 9 and 12 of Recommendation No. 29.

d. To determine whether there has been a violation of Health and Safety Recommendation No. 40. This will not include grievances over appropriate staffing levels.

The arbitrator is to be selected by the parties jointly within fifteen (15) working days after the notice has been given. If the parties fail to agree on an arbitrator, either party may request the Bureau of Mediation to submit a list of seven possible arbitrators.

The parties shall, within fifteen (15) days of the receipt of said list, meet for the purpose of selecting the arbitrator by alternately striking one name from the list until one name remains. The Employer shall strike the first name.

Each case shall be considered on its merits and the Memorandum shall constitute the basis upon which the decision shall be rendered. The decision at Steps I, II, and III shall not be used as a precedent for any subsequent case.

The arbitrator shall neither add to, subtract from, nor modify the provisions of this Memorandum. The arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted.

The decision of the arbitrator shall be final and binding on both parties, except where the decision would require an enactment of legislation, in which case it shall be binding only if such legislation is enacted. The arbitrator shall be requested to issue the decision within 30 days after the hearing or receipt of the transcript of the hearing.

In the interest of expediting arbitration of disputes involving discharges, the parties agree to utilize alternative approaches and methods, including such procedures



as the use of pre-selected arbitration panels, advance scheduling of fixed hearing dates with individual arbitrators and providing for the issuance of decisions within reduced periods of time.

All of the time limits contained in this Section may be extended by mutual agreement. The granting of any extension at any step shall not be deemed to establish precedence.

All fees and expenses of the arbitrator shall be divided equally between the parties except where one of the parties of this Memorandum requests a postponement of a previously scheduled arbitration meeting which results in a postponement charge. The postponing party shall pay such charge unless such postponement results in a settlement of the grievance in which event the postponement charge shall be divided equally between the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

**Section 2.** This Recommendation shall be binding and irrevocable during the term of this Memorandum.

## **RECOMMENDATION NO. 40 SAFETY AND HEALTH**

**Section 1.** The Employer will take positive action to assure compliance with laws and regulations concerning the health and safety of employees working in state owned or leased buildings and to assure compliance with all lease provisions affecting the safety or health of employees.

**Section 2.** The Employer agrees to establish a health and safety committee at each agency. Multi-agency committees may be established by mutual agreement. The committee shall be composed of an equal number of representatives of the Union and the Employer. The purpose of the committee shall be to investigate present or potential safety hazards and security problems and to make recommendations for corrective action. The Committee may also discuss which employes, due to the nature of their work, will be provided with regular health screenings and which employes will be provided wrist rests. It is understood that the parties will attempt to resolve these issues within six (6) months of the signing of this Memorandum. Unless otherwise agreed by the parties, the committee shall meet once each quarter unless a clear and present danger situation warrants a special meeting. The committee shall establish its own operating procedures. However, union representatives on the committee shall be given a reasonable amount of time during working hours to investigate safety and health hazards brought to the committee and to serve on this committee.

**Section 3.** The Employer agrees to inform the local union when representatives of the Bureau of Occupational and Industrial Safety, Department of Labor and Industry, or other state or federal agencies involved in the establishment or enforcement of laws concerning or affecting the health and safety of employes working in state-owned or leased buildings are on the premises for an inspection. A designated union steward or officer located on the premises shall be allowed to accompany such representatives on inspection tours of the work site to point out deficiencies, without loss of pay or leave time. In addition, when the Employer is aware of the presence of representatives of such regulatory agencies who are at the work site for the purpose of safety inspections, the Employer agrees to inform the local union.

**Section 4.** The Employer will not assign employees to any work area in any building owned or leased by the Commonwealth while there is a clear and present danger to their safety and such a danger is not an anticipated part of the normal and expected responsibilities and risks of the job in question.

**Section 5.** The Employer will take appropriate action to protect its employees from injury while at work. Where clear and present hazardous conditions exist at a work site, the Employer shall post appropriate warning signs and take immediate action to abate the hazard.

**Section 6.** Employees shall be provided with information on all communicable diseases and infestations to which they may have routine workplace exposure. Information provided to employees shall include the symptoms of the diseases, modes of transmission, methods of self-protection, proper workplace procedures, special precautions and recommendations for immunization where appropriate. The Employer and the Union agree to establish a committee within 60 days to formulate a policy on how to deal with persons who have a communicable disease or are suspected of having a communicable disease or infestations.

Employees who are authorized by the Employer to receive Hepatitis "B" immunizations will have the time spent receiving such immunizations counted as hours worked.

**Section 7.** Upon written request, the local union shall be provided with copies of statistical reports concerning work-related accidents.

**Section 8.** Any recommendations made and implemented regarding VDT equipment or furniture under the Master Agreement will be applicable under this Memorandum.

## **RECOMMENDATION NO. 41 SUCCESSORS**

In the event the Employer sells, leases, transfers or assigns any of its facilities to other political sub-divisions, corporations or persons, and such sale, lease, transfer or assignment would result in the layoff, furlough or termination of employees covered by this Memorandum, the Employer shall attempt in good faith to arrange for the placement of such employees with the new Employer. The Employer shall notify the Union in writing at least 30 days in advance of any such sale, lease, transfer, or assignment.

## **RECOMMENDATION NO. 42 FAMILY CARE LEAVE**

**Section 1.** After completing one year of service, permanent employees shall be granted, upon written request, up to 12 weeks of leave without pay in a calendar year for the purpose of attending to the medical needs of a spouse, parent, son or daughter or other person qualifying as a dependent. The one year of service will include all periods of Commonwealth service provided the employee has worked at least 1250 hours within the last twelve months.

Leave for this purpose may be taken one day at a time if necessary. Leave shall be approved for less than one day at a time when medically necessary due to a serious health condition as defined in the Family and Medical Leave Act of 1993.

The request, which shall be submitted at least two weeks in advance if circumstances permit, must include documentation supporting the need for Family Care Leave.

**Section 2.** State paid coverage for life insurance and for health benefits as provided in Recommendations 24 and 25 will continue for the period of time the employee is on family care leave under Section 1 of this Recommendation.

**Section 3.** It is understood that the twelve week entitlement under Section 1 above may not be extended.

**Section 4.** Employees will not be required to use accumulated annual and/or personal leave prior to taking family care leave without pay.

**Section 5.** An employee shall have the right to return to the same position in the same classification held before going on Family Care Leave, or to an equivalent position with regard to pay and skill.

**Section 6.** For the purpose of this Recommendation, parent shall be defined as the biological parent of the employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter.

For the purpose of this Recommendation, son or daughter shall be defined as a biological, adopted, or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis who is

- (a) under 18 years of age; or
- (b) 18 years of age or older and incapable of self-care because of a mental or physical disability.

**Section 7.** It is understood by both parties that the provisions of this Recommendation are consistent with the Family and Medical Leave Act of 1993, 29 USC Section 2601 et seq and that leave granted in accordance with this Recommendation shall be designated as leave under the provisions of the Act.

**Section 8.** For the purpose of this Recommendation, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

## **RECOMMENDATION NO. 43 POLITICAL ACTION COMMITTEE DEDUCTIONS**

**Section 1.** The Employer agrees to deduct from the paycheck of employees covered by this Memorandum voluntary contributions to the Union's Political Action Committee. The Employer shall make such deductions only in accordance with the written authorization of respective employees which shall specify the amount, frequency and duration of the deductions.

**Section 2.** The Employer shall transmit the monies deducted in accordance with this Recommendation to the Union's Political Action Committee in accordance with the procedures agreed to by the Employer and the Union.

**Section 3.** The Union shall reimburse the Employer for the Employer's actual cost for the expenses incurred in administering this Recommendation.

**Section 4.** The Union shall indemnify and hold the Commonwealth harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of the action taken or not taken by the Employer under the provisions of this Recommendation.

## **RECOMMENDATION NO. 44 PRESERVATION OF SUPERVISORY UNIT WORK**

**Section 1.** The provisions of Sections 1 through 6 of this Recommendation shall apply only to Master Memorandum supervisory unit work performed on the effective date of this memorandum by employees in supervisory units represented by AFSCME in the particular agency affected.

### **Section 2.**

a. Except as provided in Section 8, the Employer shall not contract/assign Master Memorandum supervisory unit work included within the scope of Section 1 to independent contractors, consultants or other non-Master Memorandum supervisory unit state employees where (1) such contract/assignment would result in the layoff or downgrading of an employee, or (2) such contract/assignment would prevent the return to work of an available, competent employee, or (3) the duration of the work to be performed under the contract/assignment is expected to be more than 12 consecutive months, or (4) the work is performed on an annually recurring basis; except for the reasons set forth in subsection b.

b. The Employer may contract/assign Master Memorandum supervisory unit work described in subsection a for any of the following reasons: (1) legitimate operational reasons resulting in reasonable cost savings or improved delivery of service, (2) legitimate operational reasons resulting from technological changes, (3) or where there are insufficient numbers of available, competent employees on layoff on the applicable recall list within the agency to perform the required work.

### **Section 3.**

a. Except as provided in Section 8, the Employer shall not contract/assign Master Memorandum supervisory unit work included within the scope of Section 1 which becomes available as a result of a retirement, resignation, termination, promotion, demotion or reassignment of an employee to independent contractors, consultants or other non-Master Memorandum supervisory unit state employees, except for the reasons set forth in subsection b.

b. The Employer may contract/assign Master Memorandum supervisory unit work described in subsection a for any of the following reasons: (1) legitimate operational reasons resulting in reasonable cost savings or improved delivery of service, (2) legitimate operational reasons resulting from technological changes, (3) or where there are insufficient numbers of available, competent employees on layoff on the applicable recall list within the agency to perform the required work.

**Section 4.** The Employer shall provide the union with as much advanced notice as possible of a proposed contract/assignment of Master Memorandum supervisory unit work included within the scope of Section 1 which meets the conditions set forth in Sections 2a or 3a.

**Section 5.** At each site where a proposed contract/assignment of Master Memorandum supervisory unit work is to occur and provided the work is included within the scope of Section 1 and meets the conditions set forth in Sections 2a and 3a, local labor/management committees shall meet and discuss over the reasons for the contract/assignment. At this meeting the Employer shall provide to the union all information it has to support a claim (a) of reasonable cost savings or improved service, (b) of legitimate operational



reasons resulting from technological changes, (c) that there are insufficient numbers of available, competent employees on layoff on the applicable recall list within the agency to perform the required work, or (d) that the duration of the contract/assignment is not expected to exceed 12 consecutive months duration. The union shall have the opportunity to provide alternative methods to attaining the Employer's desired result. In the event that the parties at the local level are unable to resolve the issue, the contract or the assignment made may be implemented and the matter shall be referred to a committee comprised of Council 13, the Agency and the Office of Administration.

**Section 6.** The Employer and the Union agree to meet and discuss, on an ongoing basis, at the statewide or agency level to develop a list of contract/assignment exemptions from the provisions of Sections 1 through 5 of this Recommendation. Examples of criteria to be used by the parties for developing the list of exemptions are: duration of the project; total cost of the contract; availability of the necessary skills and/or equipment within the agency's existing resources; ability to complete the project with the Agency's workforce within the required time frames.

**Section 7.** The Employer agrees to meet and discuss regarding any contract/assignment involving work of the type traditionally performed by employees covered by the Master Memorandum, but excluded by Section 1 of this Recommendation, upon request of the Union and presentation by the Union of an alternative which may result in reasonable cost savings or improved delivery of service.

**Section 8.** This memorandum will not be construed so as to prevent other non- Master Memorandum first level supervisory unit state employees who are in class titles rep-

resented by employee organizations other than AFSCME from performing Master Memorandum supervisory unit work for the purpose of instruction, illustration, lending an occasional hand or in emergency situations to carry out the functions and programs of the Employer or maintain the Employer's standard of service.

**Section 9.** The Employer and the Union acknowledge the above represents the results of meet and discuss conducted under and in accordance with the Public Employe Relations Act and constitutes the full and complete understanding regarding the issues of contracting out and transfer of supervisory unit work.

## **RECOMMENDATION NO. 45 TERMINATION**

This Memorandum shall be effective July 1, 1996 except where specifically provided that a particular provision will be effective on another date. This Memorandum shall continue in full force and effect up to and including June 30, 1999. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by such time as would permit the parties to comply with the collective bargaining schedule established under the Public Employes Relations Act.

It is understood that this Memorandum does not and shall not constitute a collective bargaining agreement except as specifically provided herein.



May 31, 1996

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO

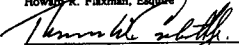
  
Edward J. Keller, Executive Director

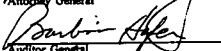
COMMONWEALTH  
OF  
PENNSYLVANIA

  
Thomas J. Ridge, Governor

  
Thomas G. Paese, Secretary of Administration


  
Howard R. Flaxman, Esquire

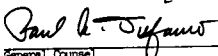
  
Attorney General

  
Auditor General

  
Public Utility Commission

  
State System of Higher Education

  
State Treasurer

  
General Counsel



COMMONWEALTH OF PENNSYLVANIA

Jacob J. Friedman  
Sylvia Sarason  
Robert E. W.  
John M. Mason  
Roni S. Fultz  
Mary Ann Rowland  
Natalie R. Stumm  
Bobbie L. Davis  
William Lewis  
Carol S. Scott  
Joseph E. Hornsby  
Nicholas Weckmann  
Donna J. Paul  
Marilyn M. Dallas  
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Dennis G. Neen  
Gerald H. Miller  
David Lynn  
David B. Pittman  
Kenneth J. Young  
Roy K. Smith  
Robert E. Hemminger  
Norman Bradish  
Alfred J.  
Fred A. Jones

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**APPENDIX A**  
**COMMONWEALTH OF PENNSYLVANIA**  
**37.5 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 1996**  
**SCHEDULE S**

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PAY STEP		PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
1	Hourly	7.60	8.55	9.63	10.85	12.26	13.87	15.84	18.07	20.62	23.54
	Biweekly	<b>570.00</b>	<b>641.25</b>	<b>722.25</b>	<b>813.75</b>	<b>919.50</b>	<b>1,040.25</b>	<b>1,188.00</b>	<b>1,355.25</b>	<b>1,546.50</b>	<b>1,765.50</b>
	Annual*	14,866	16,724	18,836	21,223	23,981	27,130	30,983	35,345	40,333	46,044
2	Hourly	7.75	8.72	9.82	11.08	12.52	14.17	16.19	18.47	21.09	24.07
	Biweekly	<b>581.25</b>	<b>654.00</b>	<b>736.50</b>	<b>831.00</b>	<b>939.00</b>	<b>1,062.75</b>	<b>1,214.25</b>	<b>1,385.25</b>	<b>1,581.75</b>	<b>1,805.25</b>
	Annual*	15,159	17,056	19,208	21,672	24,489	27,717	31,668	36,127	41,252	47,081
3	Hourly	7.91	8.89	10.02	11.30	12.77	14.48	16.54	18.90	21.55	24.61
	Biweekly	<b>593.25</b>	<b>666.75</b>	<b>751.50</b>	<b>847.50</b>	<b>957.75</b>	<b>1,086.00</b>	<b>1,240.50</b>	<b>1,417.50</b>	<b>1,616.25</b>	<b>1,845.75</b>
	Annual*	15,472	17,389	19,599	22,103	24,978	28,323	32,352	36,968	42,152	48,137
4	Hourly	8.06	9.07	10.22	11.54	13.04	14.81	16.91	19.32	22.04	25.15
	Biweekly	<b>604.50</b>	<b>680.25</b>	<b>766.50</b>	<b>865.50</b>	<b>978.00</b>	<b>1,110.75</b>	<b>1,268.25</b>	<b>1,449.00</b>	<b>1,653.00</b>	<b>1,886.25</b>
	Annual*	15,765	17,741	19,990	22,572	25,506	28,968	33,076	37,790	43,110	49,193
5	Hourly	8.22	9.25	10.42	11.77	13.30	15.15	17.29	19.74	22.53	25.70
	Biweekly	<b>616.50</b>	<b>693.75</b>	<b>781.50</b>	<b>882.75</b>	<b>997.50</b>	<b>1,136.25</b>	<b>1,296.75</b>	<b>1,480.50</b>	<b>1,689.75</b>	<b>1,927.50</b>
	Annual*	16,078	18,093	20,382	23,022	26,015	29,633	33,819	38,611	44,069	50,269

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

**APPENDIX A (Continued)**  
**COMMONWEALTH OF PENNSYLVANIA**  
**37.5 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 1996**  
**SCHEDULE S**

PAY STEP		PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
6	Hourly	8.38	9.44	10.64	12.02	13.58	15.48	17.69	20.19	23.03	26.28
	Biweekly	<b>628.50</b>	<b>708.00</b>	<b>798.00</b>	<b>901.50</b>	<b>1,018.50</b>	<b>1,161.00</b>	<b>1,326.75</b>	<b>1,514.25</b>	<b>1,727.25</b>	<b>1,971.00</b>
	Annual*	16,391	18,465	20,812	23,511	26,562	30,279	34,602	39,492	45,047	51,404
7	Hourly	8.55	9.63	10.85	12.26	13.87	15.84	18.07	20.62	23.54	26.87
	Biweekly	<b>641.25</b>	<b>722.25</b>	<b>813.75</b>	<b>919.50</b>	<b>1,040.25</b>	<b>1,188.00</b>	<b>1,355.25</b>	<b>1,546.50</b>	<b>1,765.50</b>	<b>2,015.25</b>
	Annual*	16,724	18,836	21,223	23,981	27,130	30,983	35,345	40,333	46,044	52,558
8	Hourly	8.72	9.82	11.08	12.52	14.17	16.19	18.47	21.09	24.07	27.47
	Biweekly	<b>654.00</b>	<b>736.50</b>	<b>831.00</b>	<b>939.00</b>	<b>1,062.75</b>	<b>1,214.25</b>	<b>1,385.25</b>	<b>1,581.75</b>	<b>1,805.25</b>	<b>2,060.25</b>
	Annual*	17,056	19,208	21,672	24,489	27,717	31,668	36,127	41,252	47,081	53,731
9	Hourly	8.89	10.02	11.30	12.77	14.48	16.54	18.90	21.55	24.61	28.08
	Biweekly	<b>666.75</b>	<b>751.50</b>	<b>847.50</b>	<b>957.75</b>	<b>1,086.00</b>	<b>1,240.50</b>	<b>1,417.50</b>	<b>1,616.25</b>	<b>1,845.75</b>	<b>2,106.00</b>
	Annual*	17,389	19,599	22,103	24,978	28,323	32,352	36,968	42,152	48,137	54,924
10	Hourly	9.07	10.22	11.54	13.04	14.81	16.91	19.32	22.04	25.15	28.70
	Biweekly	<b>680.25</b>	<b>766.50</b>	<b>865.50</b>	<b>978.00</b>	<b>1,110.75</b>	<b>1,268.25</b>	<b>1,449.00</b>	<b>1,653.00</b>	<b>1,886.25</b>	<b>2,152.50</b>
	Annual*	17,741	19,990	22,572	25,506	28,968	33,076	37,790	43,110	49,193	56,137

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.



**APPENDIX A (Continued)**  
**COMMONWEALTH OF PENNSYLVANIA**  
**37.5 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 1996**  
**SCHEDULE S**

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PAY STEP		PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
11	Hourly	9.25	10.42	11.77	13.30	15.15	17.29	19.74	22.53	25.70	29.35
	Biweekly	<del>693.75</del>	<del>781.50</del>	<del>882.75</del>	<del>997.50</del>	<del>1,136.25</del>	<del>1,296.75</del>	<del>1,480.50</del>	<del>1,689.75</del>	<del>1,927.50</del>	<del>2,201.25</del>
	Annual*	18,093	20,382	23,022	26,015	29,633	33,819	38,611	44,069	50,269	57,409
12	Hourly	9.44	10.64	12.02	13.58	15.48	17.69	20.19	23.03	26.28	30.00
	Biweekly	<del>708.00</del>	<del>798.00</del>	<del>901.50</del>	<del>1,018.50</del>	<del>1,161.00</del>	<del>1,326.75</del>	<del>1,514.25</del>	<del>1,727.25</del>	<del>1,971.00</del>	<del>2,250.00</del>
	Annual*	18,465	20,812	23,511	26,562	30,279	34,602	39,492	45,047	51,404	58,680
13	Hourly	9.63	10.85	12.26	13.87	15.84	18.07	20.62	23.54	26.87	30.67
	Biweekly	<del>722.25</del>	<del>813.75</del>	<del>919.50</del>	<del>1,040.25</del>	<del>1,188.00</del>	<del>1,355.25</del>	<del>1,546.50</del>	<del>1,765.50</del>	<del>2,015.25</del>	<del>2,300.25</del>
	Annual*	18,836	21,223	23,981	27,130	30,983	35,345	40,333	46,044	52,558	59,991
14	Hourly	9.82	11.08	12.52	14.17	16.19	18.47	21.09	24.07	27.47	31.35
	Biweekly	<del>736.50</del>	<del>831.00</del>	<del>939.00</del>	<del>1,062.75</del>	<del>1,214.25</del>	<del>1,385.25</del>	<del>1,581.75</del>	<del>1,805.25</del>	<del>2,060.25</del>	<del>2,351.25</del>
	Annual*	19,208	21,672	24,489	27,717	31,668	36,127	41,252	47,081	53,731	61,321
15	Hourly	10.02	11.30	12.77	14.48	16.54	18.90	21.55	24.61	28.08	32.06
	Biweekly	<del>751.50</del>	<del>847.50</del>	<del>957.75</del>	<del>1,086.00</del>	<del>1,240.50</del>	<del>1,417.50</del>	<del>1,616.25</del>	<del>1,845.75</del>	<del>2,106.00</del>	<del>2,404.50</del>
	Annual*	19,599	22,103	24,978	28,323	32,352	36,968	42,152	48,137	54,924	62,709

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

**APPENDIX A (Continued)**  
**COMMONWEALTH OF PENNSYLVANIA**  
**37.5 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 1996**  
**SCHEDULE S**

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PAY STEP		PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
16	Hourly	10.22	11.54	13.04	14.81	16.91	19.32	22.04	25.15	28.70	32.77
	Biweekly	<b>766.50</b>	<b>865.50</b>	<b>978.00</b>	<b>1,110.75</b>	<b>1,268.25</b>	<b>1,449.00</b>	<b>1,653.00</b>	<b>1,886.25</b>	<b>2,152.50</b>	<b>2,457.75</b>
	Annual*	19,990	22,572	25,506	28,968	33,076	37,790	43,110	49,193	56,137	64,098
17	Hourly	10.42	11.77	13.30	15.15	17.29	19.74	22.53	25.70	29.35	33.50
	Biweekly	<b>781.50</b>	<b>882.75</b>	<b>997.50</b>	<b>1,136.25</b>	<b>1,296.75</b>	<b>1,480.50</b>	<b>1,689.75</b>	<b>1,927.50</b>	<b>2,201.25</b>	<b>2,512.50</b>
	Annual*	20,382	23,022	26,015	29,633	33,819	38,611	44,069	50,269	57,409	65,526
18	Hourly	10.64	12.02	13.58	15.48	17.69	20.19	23.03	26.28	30.00	34.25
	Biweekly	<b>798.00</b>	<b>901.50</b>	<b>1,018.50</b>	<b>1,161.00</b>	<b>1,326.75</b>	<b>1,514.25</b>	<b>1,727.25</b>	<b>1,971.00</b>	<b>2,250.00</b>	<b>2,568.75</b>
	Annual*	20,812	23,511	26,562	30,279	34,602	39,492	45,047	51,404	58,680	66,993
19	Hourly	10.85	12.26	13.87	15.84	18.07	20.62	23.54	26.87	30.67	35.01
	Biweekly	<b>813.75</b>	<b>919.50</b>	<b>1,040.25</b>	<b>1,188.00</b>	<b>1,355.25</b>	<b>1,546.50</b>	<b>1,765.50</b>	<b>2,015.25</b>	<b>2,300.25</b>	<b>2,625.75</b>
	Annual*	21,223	23,981	27,130	30,983	35,345	40,333	46,044	52,558	59,991	68,480
20	Hourly	11.08	12.52	14.17	16.19	18.47	21.09	24.07	27.47	31.35	35.79
	Biweekly	<b>831.00</b>	<b>939.00</b>	<b>1,062.75</b>	<b>1,214.25</b>	<b>1,385.25</b>	<b>1,581.75</b>	<b>1,805.25</b>	<b>2,060.25</b>	<b>2,351.25</b>	<b>2,684.25</b>
	Annual*	21,672	24,489	27,717	31,668	36,127	41,252	47,081	53,731	61,321	70,005

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

**APPENDIX A (Continued)**  
**COMMONWEALTH OF PENNSYLVANIA**  
**40 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 1996**  
**SCHEDULE S**

PAY STEP		PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
1	Hourly	7.60	8.55	9.63	10.85	12.26	13.87	15.84	18.07	20.62
	Biweekly	<del>608.00</del>	<del>684.00</del>	<del>770.40</del>	<del>868.00</del>	<del>980.80</del>	<del>1,109.60</del>	<del>1,267.20</del>	<del>1,445.60</del>	<del>1,649.60</del>
	Annual*	15,857	17,839	20,092	22,637	25,579	28,938	33,049	37,701	43,022
2	Hourly	7.75	8.72	9.82	11.08	12.52	14.17	16.19	18.47	21.09
	Biweekly	<del>620.00</del>	<del>697.60</del>	<del>785.60</del>	<del>886.40</del>	<del>1,001.60</del>	<del>1,133.60</del>	<del>1,295.20</del>	<del>1,477.60</del>	<del>1,687.20</del>
	Annual*	16,170	18,193	20,488	23,117	26,122	29,564	33,779	38,536	44,002
3	Hourly	7.91	8.89	10.02	11.30	12.77	14.48	16.54	18.90	21.55
	Biweekly	<del>632.80</del>	<del>711.20</del>	<del>801.60</del>	<del>904.00</del>	<del>1,021.60</del>	<del>1,158.40</del>	<del>1,323.20</del>	<del>1,512.00</del>	<del>1,724.00</del>
	Annual*	16,503	18,548	20,906	23,576	26,643	30,211	34,509	39,433	44,962
4	Hourly	8.06	9.07	10.22	11.54	13.04	14.81	16.91	19.32	22.04
	Biweekly	<del>644.80</del>	<del>725.60</del>	<del>817.60</del>	<del>923.20</del>	<del>1,043.20</del>	<del>1,184.80</del>	<del>1,352.80</del>	<del>1,545.60</del>	<del>1,763.20</del>
	Annual*	16,816	18,924	21,323	24,077	27,207	30,900	35,281	40,309	45,984
5	Hourly	8.22	9.25	10.42	11.77	13.30	15.15	17.29	19.74	22.53
	Biweekly	<del>657.60</del>	<del>740.00</del>	<del>833.60</del>	<del>941.60</del>	<del>1,064.00</del>	<del>1,212.00</del>	<del>1,383.20</del>	<del>1,579.20</del>	<del>1,802.40</del>
	Annual*	17,150	19,299	21,740	24,557	27,749	31,609	36,074	41,186	47,007

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave, Title 4, Pennsylvania Code."

**APPENDIX A (Continued)**  
**COMMONWEALTH OF PENNSYLVANIA**  
**40 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 1996**  
**SCHEDULE S**

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PAY STEP		PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
6	Hourly	8.38	9.44	10.64	12.02	13.58	15.48	17.69	20.19	23.03
	Biweekly	<b>670.40</b>	<b>755.20</b>	<b>851.20</b>	<b>961.60</b>	<b>1,086.40</b>	<b>1,238.40</b>	<b>1,415.20</b>	<b>1,615.20</b>	<b>1,842.40</b>
	Annual*	17,484	19,696	22,199	25,079	28,333	32,297	36,908	42,124	48,050
7	Hourly	8.55	9.63	10.85	12.26	13.87	15.84	18.07	20.62	23.54
	Biweekly	<b>684.00</b>	<b>770.40</b>	<b>868.00</b>	<b>980.80</b>	<b>1,109.60</b>	<b>1,267.20</b>	<b>1,445.60</b>	<b>1,649.60</b>	<b>1,883.20</b>
	Annual*	17,839	20,092	22,637	25,579	28,938	33,049	37,701	43,022	49,114
8	Hourly	8.72	9.82	11.08	12.52	14.17	16.19	18.47	21.09	24.07
	Biweekly	<b>697.60</b>	<b>785.60</b>	<b>886.40</b>	<b>1,001.60</b>	<b>1,133.60</b>	<b>1,295.20</b>	<b>1,477.60</b>	<b>1,687.20</b>	<b>1,925.60</b>
	Annual*	18,193	20,488	23,117	26,122	29,564	33,779	38,536	44,002	50,220
9	Hourly	8.89	10.02	11.30	12.77	14.48	16.54	18.90	21.55	24.61
	Biweekly	<b>711.20</b>	<b>801.60</b>	<b>904.00</b>	<b>1,021.60</b>	<b>1,158.40</b>	<b>1,323.20</b>	<b>1,512.00</b>	<b>1,724.00</b>	<b>1,968.80</b>
	Annual*	18,548	20,906	23,576	26,643	30,211	34,509	39,433	44,962	51,346
10	Hourly	9.07	10.22	11.54	13.04	14.81	16.91	19.32	22.04	25.15
	Biweekly	<b>725.60</b>	<b>817.60</b>	<b>923.20</b>	<b>1,043.20</b>	<b>1,184.80</b>	<b>1,352.80</b>	<b>1,545.60</b>	<b>1,763.20</b>	<b>2,012.00</b>
	Annual*	18,924	21,323	24,077	27,207	30,900	35,281	40,309	45,984	52,473

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave, Title 4, Pennsylvania Code."

**APPENDIX A (Continued)**  
**COMMONWEALTH OF PENNSYLVANIA**  
**40 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 1996**  
**SCHEDULE S**

PAY STEP		PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
11	Hourly	9.25	10.42	11.77	13.30	15.15	17.29	19.74	22.53	25.70
	Biweekly	<b>740.00</b>	<b>833.60</b>	<b>941.60</b>	<b>1,064.00</b>	<b>1,212.00</b>	<b>1,383.20</b>	<b>1,579.20</b>	<b>1,802.40</b>	<b>2,056.00</b>
	Annual*	19,299	21,740	24,557	27,749	31,609	36,074	41,186	47,007	53,620
12	Hourly	9.44	10.64	12.02	13.58	15.48	17.69	20.19	23.03	26.28
	Biweekly	<b>755.20</b>	<b>851.20</b>	<b>961.60</b>	<b>1,086.40</b>	<b>1,238.40</b>	<b>1,415.20</b>	<b>1,615.20</b>	<b>1,842.40</b>	<b>2,102.40</b>
	Annual*	19,696	22,199	25,079	28,333	32,297	36,908	42,124	48,050	54,831
13	Hourly	9.63	10.85	12.26	13.87	15.84	18.07	20.62	23.54	26.87
	Biweekly	<b>770.40</b>	<b>868.00</b>	<b>980.80</b>	<b>1,109.60</b>	<b>1,267.20</b>	<b>1,445.60</b>	<b>1,649.60</b>	<b>1,883.20</b>	<b>2,149.60</b>
	Annual*	20,092	22,637	25,579	28,938	33,049	37,701	43,022	49,114	56,062
14	Hourly	9.82	11.08	12.52	14.17	16.19	18.47	21.09	24.07	27.47
	Biweekly	<b>785.60</b>	<b>886.40</b>	<b>1,001.60</b>	<b>1,133.60</b>	<b>1,295.20</b>	<b>1,477.60</b>	<b>1,687.20</b>	<b>1,925.60</b>	<b>2,197.60</b>
	Annual*	20,488	23,117	26,122	29,564	33,779	38,536	44,002	50,220	57,313
15	Hourly	10.02	11.30	12.77	14.48	16.54	18.90	21.55	24.61	28.08
	Biweekly	<b>801.60</b>	<b>904.00</b>	<b>1,021.60</b>	<b>1,158.40</b>	<b>1,323.20</b>	<b>1,512.00</b>	<b>1,724.00</b>	<b>1,968.80</b>	<b>2,246.40</b>
	Annual*	20,906	23,576	26,643	30,211	34,509	39,433	44,962	51,346	58,586

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave, Title 4, Pennsylvania Code."

**APPENDIX A (Continued)**  
**COMMONWEALTH OF PENNSYLVANIA**  
**40 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 1996**  
**SCHEDULE S**

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PAY STEP		PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
16	Hourly	10.22	11.54	13.04	14.81	16.91	19.32	22.04	25.15	28.70
	Biweekly	<b>817.60</b>	<b>923.20</b>	<b>1,043.20</b>	<b>1,184.80</b>	<b>1,352.80</b>	<b>1,545.60</b>	<b>1,763.20</b>	<b>2,012.00</b>	<b>2,296.00</b>
	Annual*	21,323	24,077	27,207	30,900	35,281	40,309	45,984	52,473	59,880
17	Hourly	10.42	11.77	13.30	15.15	17.29	19.74	22.53	25.70	29.35
	Biweekly	<b>833.60</b>	<b>941.60</b>	<b>1,064.00</b>	<b>1,212.00</b>	<b>1,383.20</b>	<b>1,579.20</b>	<b>1,802.40</b>	<b>2,056.00</b>	<b>2,348.00</b>
	Annual*	21,740	24,557	27,749	31,609	36,074	41,186	47,007	53,620	61,236
18	Hourly	10.64	12.02	13.58	15.48	17.69	20.19	23.03	26.28	30.00
	Biweekly	<b>851.20</b>	<b>961.60</b>	<b>1,086.40</b>	<b>1,238.40</b>	<b>1,415.20</b>	<b>1,615.20</b>	<b>1,842.40</b>	<b>2,102.40</b>	<b>2,400.00</b>
	Annual*	22,199	25,079	28,333	32,297	36,908	42,124	48,050	54,831	62,592
19	Hourly	10.85	12.26	13.87	15.84	18.07	20.62	23.54	26.87	30.67
	Biweekly	<b>868.00</b>	<b>980.80</b>	<b>1,109.60</b>	<b>1,267.20</b>	<b>1,445.60</b>	<b>1,649.60</b>	<b>1,883.20</b>	<b>2,149.60</b>	<b>2,453.60</b>
	Annual*	22,637	25,579	28,938	33,049	37,701	43,022	49,114	56,062	63,990
20	Hourly	11.08	12.52	14.17	16.19	18.47	21.09	24.07	27.47	31.35
	Biweekly	<b>886.40</b>	<b>1,001.60</b>	<b>1,133.60</b>	<b>1,295.20</b>	<b>1,477.60</b>	<b>1,687.20</b>	<b>1,925.60</b>	<b>2,197.60</b>	<b>2,508.00</b>
	Annual*	23,117	26,122	29,564	33,779	38,536	44,002	50,220	57,313	65,409

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave, Title 4, Pennsylvania Code."

**APPENDIX B**  
**COMMONWEALTH OF PENNSYLVANIA**  
**37.5 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 1997**  
**SCHEDULE S**

PAY STEP		PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
1	Hourly	7.83	8.81	9.92	11.18	12.63	14.29	16.32	18.61	21.24	24.25
	Biweekly	<b>587.25</b>	<b>660.75</b>	<b>744.00</b>	<b>838.50</b>	<b>947.25</b>	<b>1,071.75</b>	<b>1,224.00</b>	<b>1,395.75</b>	<b>1,593.00</b>	<b>1,818.75</b>
	Annual*	15,315	17,232	19,404	21,868	24,704	27,951	31,922	36,401	41,545	47,433
2	Hourly	7.98	8.98	10.11	11.41	12.90	14.60	16.68	19.02	21.72	24.79
	Biweekly	<b>598.50</b>	<b>673.50</b>	<b>758.25</b>	<b>855.75</b>	<b>967.50</b>	<b>1,095.00</b>	<b>1,251.00</b>	<b>1,426.50</b>	<b>1,629.00</b>	<b>1,859.25</b>
	Annual*	15,609	17,565	19,775	22,318	25,232	28,558	32,626	37,203	42,484	48,489
3	Hourly	8.15	9.16	10.32	11.64	13.15	14.91	17.04	19.47	22.20	25.35
	Biweekly	<b>611.25</b>	<b>687.00</b>	<b>774.00</b>	<b>873.00</b>	<b>986.25</b>	<b>1,118.25</b>	<b>1,278.00</b>	<b>1,460.25</b>	<b>1,665.00</b>	<b>1,901.25</b>
	Annual*	15,941	17,917	20,186	22,768	25,721	29,164	33,330	38,083	43,423	49,585
4	Hourly	8.30	9.34	10.53	11.89	13.43	15.25	17.42	19.90	22.70	25.90
	Biweekly	<b>622.50</b>	<b>700.50</b>	<b>789.75</b>	<b>891.75</b>	<b>1,007.25</b>	<b>1,143.75</b>	<b>1,306.50</b>	<b>1,492.50</b>	<b>1,702.50</b>	<b>1,942.50</b>
	Annual*	16,235	18,269	20,597	23,257	26,269	29,829	34,074	38,924	44,401	50,660
5	Hourly	8.47	9.53	10.73	12.12	13.70	15.60	17.81	20.33	23.21	26.47
	Biweekly	<b>635.25</b>	<b>714.75</b>	<b>804.75</b>	<b>909.00</b>	<b>1,027.50</b>	<b>1,170.00</b>	<b>1,335.75</b>	<b>1,524.75</b>	<b>1,740.75</b>	<b>1,985.25</b>
	Annual*	16,567	18,641	20,988	23,707	26,797	30,514	34,836	39,765	45,399	51,775

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

**APPENDIX B (Continued)**  
**COMMONWEALTH OF PENNSYLVANIA**  
**37.5 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 1997**  
**SCHEDULE S**

PAY STEP		PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
6	Hourly	8.63	9.72	10.96	12.38	13.99	15.94	18.22	20.80	23.72	27.07
	Biweekly	<b>647.25</b>	<b>729.00</b>	<b>822.00</b>	<b>928.50</b>	<b>1,049.25</b>	<b>1,195.50</b>	<b>1,366.50</b>	<b>1,560.00</b>	<b>1,779.00</b>	<b>2,030.25</b>
	Annual*	16,880	19,012	21,438	24,215	27,364	31,179	35,638	40,685	46,396	52,949
7	Hourly	8.81	9.92	11.18	12.63	14.29	16.32	18.61	21.24	24.25	27.68
	Biweekly	<b>660.75</b>	<b>744.00</b>	<b>838.50</b>	<b>947.25</b>	<b>1,071.75</b>	<b>1,224.00</b>	<b>1,395.75</b>	<b>1,593.00</b>	<b>1,818.75</b>	<b>2,076.00</b>
	Annual*	17,232	19,404	21,868	24,704	27,951	31,922	36,401	41,545	47,433	54,142
8	Hourly	8.98	10.11	11.41	12.90	14.60	16.68	19.02	21.72	24.79	28.29
	Biweekly	<b>673.50</b>	<b>758.25</b>	<b>855.75</b>	<b>967.50</b>	<b>1,095.00</b>	<b>1,251.00</b>	<b>1,426.50</b>	<b>1,629.00</b>	<b>1,859.25</b>	<b>2,121.75</b>
	Annual*	17,565	19,775	22,318	25,232	28,558	32,626	37,203	42,484	48,489	55,335
9	Hourly	9.16	10.32	11.64	13.15	14.91	17.04	19.47	22.20	25.35	28.92
	Biweekly	<b>687.00</b>	<b>774.00</b>	<b>873.00</b>	<b>986.25</b>	<b>1,118.25</b>	<b>1,278.00</b>	<b>1,460.25</b>	<b>1,665.00</b>	<b>1,901.25</b>	<b>2,169.00</b>
	Annual*	17,917	20,186	22,768	25,721	29,164	33,330	38,083	43,423	49,585	56,568
10	Hourly	9.34	10.53	11.89	13.43	15.25	17.42	19.90	22.70	25.90	29.56
	Biweekly	<b>700.50</b>	<b>789.75</b>	<b>891.75</b>	<b>1,007.25</b>	<b>1,143.75</b>	<b>1,306.50</b>	<b>1,492.50</b>	<b>1,702.50</b>	<b>1,942.50</b>	<b>2,217.00</b>
	Annual*	18,269	20,597	23,257	26,269	29,829	34,074	38,924	44,401	50,660	57,819

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.



**APPENDIX B (Continued)**  
**COMMONWEALTH OF PENNSYLVANIA**  
**37.5 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 1997**  
**SCHEDULE S**

PAY STEP		PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
11	Hourly	9.53	10.73	12.12	13.70	15.60	17.81	20.33	23.21	26.47	30.23
	Biweekly	714.75	804.75	909.00	1,027.50	1,170.00	1,335.75	1,524.75	1,740.75	1,985.25	2,267.25
	Annual*	18,641	20,988	23,707	26,797	30,514	34,836	39,765	45,399	51,775	59,130
12	Hourly	9.72	10.96	12.38	13.99	15.94	18.22	20.80	23.72	27.07	30.90
	Biweekly	729.00	822.00	928.50	1,049.25	1,195.50	1,366.50	1,560.00	1,779.00	2,030.25	2,317.50
	Annual*	19,012	21,438	24,215	27,364	31,179	35,638	40,685	46,396	52,949	60,440
13	Hourly	9.92	11.18	12.63	14.29	16.32	18.61	21.24	24.25	27.68	31.59
	Biweekly	744.00	838.50	947.25	1,071.75	1,224.00	1,395.75	1,593.00	1,818.75	2,076.00	2,369.25
	Annual*	19,404	21,868	24,704	27,951	31,922	36,401	41,545	47,433	54,142	61,790
14	Hourly	10.11	11.41	12.90	14.60	16.68	19.02	21.72	24.79	28.29	32.29
	Biweekly	758.25	855.75	967.50	1,095.00	1,251.00	1,426.50	1,629.00	1,859.25	2,121.75	2,421.75
	Annual*	19,775	22,318	25,232	28,558	32,626	37,203	42,484	48,489	55,335	63,159
15	Hourly	10.32	11.64	13.15	14.91	17.04	19.47	22.20	25.35	28.92	33.02
	Biweekly	774.00	873.00	986.25	1,118.25	1,278.00	1,460.25	1,665.00	1,901.25	2,169.00	2,476.50
	Annual*	20,186	22,768	25,721	29,164	33,330	38,083	43,423	49,585	56,568	64,587

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

**APPENDIX B (Continued)**  
**COMMONWEALTH OF PENNSYLVANIA**  
**37.5 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 1997**  
**SCHEDULE S**

<b>PAY STEP</b>		<b>PAY RANGE 1</b>	<b>PAY RANGE 2</b>	<b>PAY RANGE 3</b>	<b>PAY RANGE 4</b>	<b>PAY RANGE 5</b>	<b>PAY RANGE 6</b>	<b>PAY RANGE 7</b>	<b>PAY RANGE 8</b>	<b>PAY RANGE 9</b>	<b>PAY RANGE 10</b>
16	Hourly	10.53	11.89	13.43	15.25	17.42	19.90	22.70	25.90	29.56	33.75
	Biweekly	789.75	891.75	1,007.25	1,143.75	1,306.50	1,492.50	1,702.50	1,942.50	2,217.00	2,531.25
	Annual*	20,597	23,257	26,269	29,829	34,074	38,924	44,401	50,660	57,819	66,015
17	Hourly	10.73	12.12	13.70	15.60	17.81	20.33	23.21	26.47	30.23	34.51
	Biweekly	804.75	909.00	1,027.50	1,170.00	1,335.75	1,524.75	1,740.75	1,985.25	2,267.25	2,588.25
	Annual*	20,988	23,707	26,797	30,514	34,836	39,765	45,399	51,775	59,130	67,502
18	Hourly	10.96	12.38	13.99	15.94	18.22	20.80	23.72	27.07	30.90	35.28
	Biweekly	822.00	928.50	1,049.25	1,195.50	1,366.50	1,560.00	1,779.00	2,030.25	2,317.50	2,646.00
	Annual*	21,438	24,215	27,364	31,179	35,638	40,685	46,396	52,949	60,440	69,008
19	Hourly	11.18	12.63	14.29	16.32	18.61	21.24	24.25	27.68	31.59	36.06
	Biweekly	838.50	947.25	1,071.75	1,224.00	1,395.75	1,593.00	1,818.75	2,076.00	2,369.25	2,704.50
	Annual*	21,868	24,704	27,951	31,922	36,401	41,545	47,433	54,142	61,790	70,533
20	Hourly	11.41	12.90	14.60	16.68	19.02	21.72	24.79	28.29	32.29	36.86
	Biweekly	855.75	967.50	1,095.00	1,251.00	1,426.50	1,629.00	1,859.25	2,121.75	2,421.75	2,764.50
	Annual*	22,318	25,232	28,558	32,626	37,203	42,484	48,489	55,335	63,159	72,098

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

**APPENDIX B (Continued)**  
**COMMONWEALTH OF PENNSYLVANIA**  
**40 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 1997**  
**SCHEDULE S**

PAY STEP		PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
1	Hourly	7.83	8.81	9.92	11.18	12.63	14.29	16.32	18.61	21.24
	Biweekly	<b>626.40</b>	<b>704.80</b>	<b>793.60</b>	<b>894.40</b>	<b>1,010.40</b>	<b>1,143.20</b>	<b>1,305.60</b>	<b>1,488.80</b>	<b>1,699.20</b>
	Annual*	16,337	18,381	20,697	23,326	26,351	29,815	34,050	38,828	44,315
2	Hourly	7.98	8.98	10.11	11.41	12.90	14.60	16.68	19.02	21.72
	Biweekly	<b>638.40</b>	<b>718.40</b>	<b>808.80</b>	<b>912.80</b>	<b>1,032.00</b>	<b>1,168.00</b>	<b>1,334.40</b>	<b>1,521.60</b>	<b>1,737.60</b>
	Annual*	16,649	18,736	21,094	23,806	26,915	30,461	34,801	39,683	45,317
3	Hourly	8.15	9.16	10.32	11.64	13.15	14.91	17.04	19.47	22.20
	Biweekly	<b>652.00</b>	<b>732.80</b>	<b>825.60</b>	<b>931.20</b>	<b>1,052.00</b>	<b>1,192.80</b>	<b>1,363.20</b>	<b>1,557.60</b>	<b>1,776.00</b>
	Annual*	17,004	19,111	21,532	24,286	27,436	31,108	35,552	40,622	46,318
4	Hourly	8.30	9.34	10.53	11.89	13.43	15.25	17.42	19.90	22.70
	Biweekly	<b>664.00</b>	<b>747.20</b>	<b>842.40</b>	<b>951.20</b>	<b>1,074.40</b>	<b>1,220.00</b>	<b>1,393.60</b>	<b>1,592.00</b>	<b>1,816.00</b>
	Annual*	17,317	19,487	21,970	24,807	28,020	31,818	36,345	41,519	47,361
5	Hourly	8.47	9.53	10.73	12.12	13.70	15.60	17.81	20.33	23.21
	Biweekly	<b>677.60</b>	<b>762.40</b>	<b>858.40</b>	<b>969.60</b>	<b>1,096.00</b>	<b>1,248.00</b>	<b>1,424.80</b>	<b>1,626.40</b>	<b>1,856.80</b>
	Annual*	17,672	19,883	22,387	25,287	28,584	32,548	37,159	42,417	48,425

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave, Title 4, Pennsylvania Code."

**APPENDIX B (Continued)**  
**COMMONWEALTH OF PENNSYLVANIA**  
**40 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 1997**  
**SCHEDULE S**

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PAY STEP		PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
6	Hourly	8.63	9.72	10.96	12.38	13.99	15.94	18.22	20.80	23.72
	Biweekly	<del>690.40</del>	<del>777.60</del>	<del>876.80</del>	<del>990.40</del>	<del>1,119.20</del>	<del>1,275.20</del>	<del>1,457.60</del>	<del>1,664.00</del>	<del>1,897.60</del>
	Annual*	18,006	20,280	22,867	25,830	29,189	33,257	38,014	43,397	49,489
7	Hourly	8.81	9.92	11.18	12.63	14.29	16.32	18.61	21.24	24.25
	Biweekly	<del>704.80</del>	<del>793.60</del>	<del>894.40</del>	<del>1,010.40</del>	<del>1,143.20</del>	<del>1,305.60</del>	<del>1,488.80</del>	<del>1,699.20</del>	<del>1,940.00</del>
	Annual*	18,381	20,697	23,326	26,351	29,815	34,050	38,828	44,315	50,595
8	Hourly	8.98	10.11	11.41	12.90	14.60	16.68	19.02	21.72	24.79
	Biweekly	<del>718.40</del>	<del>808.80</del>	<del>912.80</del>	<del>1,032.00</del>	<del>1,168.00</del>	<del>1,334.40</del>	<del>1,521.60</del>	<del>1,737.60</del>	<del>1,983.20</del>
	Annual*	18,736	21,094	23,806	26,915	30,461	34,801	39,683	45,317	51,722
9	Hourly	9.16	10.32	11.64	13.15	14.91	17.04	19.47	22.20	25.35
	Biweekly	<del>732.80</del>	<del>825.60</del>	<del>931.20</del>	<del>1,052.00</del>	<del>1,192.80</del>	<del>1,363.20</del>	<del>1,557.60</del>	<del>1,776.00</del>	<del>2,028.00</del>
	Annual*	19,111	21,532	24,286	27,436	31,108	35,552	40,622	46,318	52,890
10	Hourly	9.34	10.53	11.89	13.43	15.25	17.42	19.90	22.70	25.90
	Biweekly	<del>747.20</del>	<del>842.40</del>	<del>951.20</del>	<del>1,074.40</del>	<del>1,220.00</del>	<del>1,393.60</del>	<del>1,592.00</del>	<del>1,816.00</del>	<del>2,072.00</del>
	Annual*	19,487	21,970	24,807	28,020	31,818	36,345	41,519	47,361	54,038

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave, Title 4, Pennsylvania Code."

**APPENDIX B (Continued)**  
**COMMONWEALTH OF PENNSYLVANIA**  
**40 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 1997**  
**SCHEDULE S**

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PAY STEP		PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
11	Hourly	9.53	10.73	12.12	13.70	15.60	17.81	20.33	23.21	26.47
	Biweekly	<b>762.40</b>	<b>858.40</b>	<b>969.60</b>	<b>1,096.00</b>	<b>1,248.00</b>	<b>1,424.80</b>	<b>1,626.40</b>	<b>1,856.80</b>	<b>2,117.60</b>
	Annual*	19,883	22,387	25,287	28,584	32,548	37,159	42,417	48,425	55,227
12	Hourly	9.72	10.96	12.38	13.99	15.94	18.22	20.80	23.72	27.07
	Biweekly	<b>777.60</b>	<b>876.80</b>	<b>990.40</b>	<b>1,119.20</b>	<b>1,275.20</b>	<b>1,457.60</b>	<b>1,664.00</b>	<b>1,897.60</b>	<b>2,165.60</b>
	Annual*	20,280	22,867	25,830	29,189	33,257	38,014	43,397	49,489	56,479
13	Hourly	9.92	11.18	12.63	14.29	16.32	18.61	21.24	24.25	27.68
	Biweekly	<b>793.60</b>	<b>894.40</b>	<b>1,010.40</b>	<b>1,143.20</b>	<b>1,305.60</b>	<b>1,488.80</b>	<b>1,699.20</b>	<b>1,940.00</b>	<b>2,214.40</b>
	Annual*	20,697	23,326	26,351	29,815	34,050	38,828	44,315	50,595	57,752
14	Hourly	10.11	11.41	12.90	14.60	16.68	19.02	21.72	24.79	28.29
	Biweekly	<b>808.80</b>	<b>912.80</b>	<b>1,032.00</b>	<b>1,168.00</b>	<b>1,334.40</b>	<b>1,521.60</b>	<b>1,737.60</b>	<b>1,983.20</b>	<b>2,263.20</b>
	Annual*	21,094	23,806	26,915	30,461	34,801	39,683	45,317	51,722	59,024
15	Hourly	10.32	11.64	13.15	14.91	17.04	19.47	22.20	25.35	28.92
	Biweekly	<b>825.60</b>	<b>931.20</b>	<b>1,052.00</b>	<b>1,192.80</b>	<b>1,363.20</b>	<b>1,557.60</b>	<b>1,776.00</b>	<b>2,028.00</b>	<b>2,313.60</b>
	Annual*	21,532	24,286	27,436	31,108	35,552	40,622	46,318	52,890	60,339

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave, Title 4, Pennsylvania Code."

**APPENDIX B (Continued)**  
**COMMONWEALTH OF PENNSYLVANIA**  
**40 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 1997**  
**SCHEDULE S**

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PAY STEP		PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
16	Hourly	10.53	11.89	13.43	15.25	17.42	19.90	22.70	25.90	29.56
	Biweekly	<b>842.40</b>	<b>951.20</b>	<b>1,074.40</b>	<b>1,220.00</b>	<b>1,393.60</b>	<b>1,592.00</b>	<b>1,816.00</b>	<b>2,072.00</b>	<b>2,364.80</b>
	Annual*	21,970	24,807	28,020	31,818	36,345	41,519	47,361	54,038	61,674
17	Hourly	10.73	12.12	13.70	15.60	17.81	20.33	23.21	26.47	30.23
	Biweekly	<b>858.40</b>	<b>969.60</b>	<b>1,096.00</b>	<b>1,248.00</b>	<b>1,424.80</b>	<b>1,626.40</b>	<b>1,856.80</b>	<b>2,117.60</b>	<b>2,418.40</b>
	Annual*	22,387	25,287	28,584	32,548	37,159	42,417	48,425	55,227	63,072
18	Hourly	10.96	12.38	13.99	15.94	18.22	20.80	23.72	27.07	30.90
	Biweekly	<b>876.80</b>	<b>990.40</b>	<b>1,119.20</b>	<b>1,275.20</b>	<b>1,457.60</b>	<b>1,664.00</b>	<b>1,897.60</b>	<b>2,165.60</b>	<b>2,472.00</b>
	Annual*	22,867	25,830	29,189	33,257	38,014	43,397	49,489	56,479	64,470
19	Hourly	11.18	12.63	14.29	16.32	18.61	21.24	24.25	27.68	31.59
	Biweekly	<b>894.40</b>	<b>1,010.40</b>	<b>1,143.20</b>	<b>1,305.60</b>	<b>1,488.80</b>	<b>1,699.20</b>	<b>1,940.00</b>	<b>2,214.40</b>	<b>2,527.20</b>
	Annual*	23,326	26,351	29,815	34,050	38,828	44,315	50,595	57,752	65,909
20	Hourly	11.41	12.90	14.60	16.68	19.02	21.72	24.79	28.29	32.29
	Biweekly	<b>912.80</b>	<b>1,032.00</b>	<b>1,168.00</b>	<b>1,334.40</b>	<b>1,521.60</b>	<b>1,737.60</b>	<b>1,983.20</b>	<b>2,263.20</b>	<b>2,583.20</b>
	Annual*	23,806	26,915	30,461	34,801	39,683	45,317	51,722	59,024	67,370

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave, Title 4, Pennsylvania Code."

**APPENDIX C**  
**COMMONWEALTH OF PENNSYLVANIA**  
**37.5 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 1998**  
**SCHEDULE S**

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PAY STEP		PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
1	Hourly	8.06	9.07	10.22	11.52	13.01	14.72	16.81	19.17	21.88	24.98
	Biweekly	<b>604.50</b>	<b>680.25</b>	<b>766.50</b>	<b>864.00</b>	<b>975.75</b>	<b>1,104.00</b>	<b>1,260.75</b>	<b>1,437.75</b>	<b>1,641.00</b>	<b>1,873.50</b>
	Annual*	15,765	17,741	19,990	22,533	25,448	28,792	32,880	37,497	42,797	48,861
2	Hourly	8.22	9.25	10.41	11.75	13.29	15.04	17.18	19.59	22.37	25.53
	Biweekly	<b>616.50</b>	<b>693.75</b>	<b>780.75</b>	<b>881.25</b>	<b>996.75</b>	<b>1,128.00</b>	<b>1,288.50</b>	<b>1,469.25</b>	<b>1,677.75</b>	<b>1,914.75</b>
	Annual*	16,078	18,093	20,362	22,983	25,995	29,418	33,604	38,318	43,756	49,937
3	Hourly	8.39	9.43	10.63	11.99	13.54	15.36	17.55	20.05	22.87	26.11
	Biweekly	<b>629.25</b>	<b>707.25</b>	<b>797.25</b>	<b>899.25</b>	<b>1,015.50</b>	<b>1,152.00</b>	<b>1,316.25</b>	<b>1,503.75</b>	<b>1,715.25</b>	<b>1,958.25</b>
	Annual*	16,411	18,445	20,792	23,452	26,484	30,044	34,328	39,218	44,734	51,071
4	Hourly	8.55	9.62	10.85	12.25	13.83	15.71	17.94	20.50	23.38	26.68
	Biweekly	<b>641.25</b>	<b>721.50</b>	<b>813.75</b>	<b>918.75</b>	<b>1,037.25</b>	<b>1,178.25</b>	<b>1,345.50</b>	<b>1,537.50</b>	<b>1,753.50</b>	<b>2,001.00</b>
	Annual*	16,724	18,817	21,223	23,961	27,051	30,729	35,091	40,098	45,731	52,186
5	Hourly	8.72	9.82	11.05	12.48	14.11	16.07	18.34	20.94	23.91	27.26
	Biweekly	<b>654.00</b>	<b>736.50</b>	<b>828.75</b>	<b>936.00</b>	<b>1,058.25</b>	<b>1,205.25</b>	<b>1,375.50</b>	<b>1,570.50</b>	<b>1,793.25</b>	<b>2,044.50</b>
	Annual*	17,056	19,208	21,614	24,411	27,599	31,433	35,873	40,959	46,768	53,321

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

**APPENDIX C (Continued)**  
**COMMONWEALTH OF PENNSYLVANIA**  
**37.5 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 1998**  
**SCHEDULE S**

143

PAY STEP		PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
6	Hourly	8.89	10.01	11.29	12.75	14.41	16.42	18.77	21.42	24.43	27.88
	Biweekly	<del>666.75</del>	<del>750.75</del>	<del>846.75</del>	<del>956.25</del>	<del>1,080.75</del>	<del>1,231.50</del>	<del>1,407.75</del>	<del>1,606.50</del>	<del>1,832.25</del>	<del>2,091.00</del>
	Annual*	17,389	19,580	22,083	24,939	28,186	32,118	36,714	41,898	47,785	54,533
7	Hourly	9.07	10.22	11.52	13.01	14.72	16.81	19.17	21.88	24.98	28.51
	Biweekly	<del>680.25</del>	<del>766.50</del>	<del>864.00</del>	<del>975.75</del>	<del>1,104.00</del>	<del>1,260.75</del>	<del>1,437.75</del>	<del>1,641.00</del>	<del>1,873.50</del>	<del>2,138.25</del>
	Annual*	17,741	19,990	22,533	25,448	28,792	32,880	37,497	42,797	48,861	55,766
8	Hourly	9.25	10.41	11.75	13.29	15.04	17.18	19.59	22.37	25.53	29.14
	Biweekly	<del>693.75</del>	<del>780.75</del>	<del>881.25</del>	<del>996.75</del>	<del>1,128.00</del>	<del>1,288.50</del>	<del>1,469.25</del>	<del>1,677.75</del>	<del>1,914.75</del>	<del>2,185.50</del>
	Annual*	18,093	20,362	22,983	25,995	29,418	33,604	38,318	43,756	49,937	56,998
9	Hourly	9.43	10.63	11.99	13.54	15.36	17.55	20.05	22.87	26.11	29.79
	Biweekly	<del>707.25</del>	<del>797.25</del>	<del>899.25</del>	<del>1,015.50</del>	<del>1,152.00</del>	<del>1,316.25</del>	<del>1,503.75</del>	<del>1,715.25</del>	<del>1,958.25</del>	<del>2,234.25</del>
	Annual*	18,445	20,792	23,452	26,484	30,044	34,328	39,218	44,734	51,071	58,269
10	Hourly	9.62	10.85	12.25	13.83	15.71	17.94	20.50	23.38	26.68	30.45
	Biweekly	<del>721.50</del>	<del>813.75</del>	<del>918.75</del>	<del>1,037.25</del>	<del>1,178.25</del>	<del>1,345.50</del>	<del>1,537.50</del>	<del>1,753.50</del>	<del>2,001.00</del>	<del>2,283.75</del>
	Annual*	18,817	21,223	23,961	27,051	30,729	35,091	40,098	45,731	52,186	59,560

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.



**APPENDIX C (Continued)**  
**COMMONWEALTH OF PENNSYLVANIA**  
**37.5 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 1998**  
**SCHEDULE S**

PAY STEP		PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
11	Hourly	9.82	11.05	12.48	14.11	16.07	18.34	20.94	23.91	27.26	31.14
	Biweekly	<b>736.50</b>	<b>828.75</b>	<b>936.00</b>	<b>1,058.25</b>	<b>1,205.25</b>	<b>1,375.50</b>	<b>1,570.50</b>	<b>1,793.25</b>	<b>2,044.50</b>	<b>2,335.50</b>
	Annual*	19,208	21,614	24,411	27,599	31,433	35,873	40,959	46,768	53,321	60,910
12	Hourly	10.01	11.29	12.75	14.41	16.42	18.77	21.42	24.43	27.88	31.83
	Biweekly	<b>750.75</b>	<b>846.75</b>	<b>956.25</b>	<b>1,080.75</b>	<b>1,231.50</b>	<b>1,407.75</b>	<b>1,606.50</b>	<b>1,832.25</b>	<b>2,091.00</b>	<b>2,387.25</b>
	Annual*	19,580	22,083	24,939	28,186	32,118	36,714	41,898	47,785	54,533	62,259
13	Hourly	10.22	11.52	13.01	14.72	16.81	19.17	21.88	24.98	28.51	32.54
	Biweekly	<b>766.50</b>	<b>864.00</b>	<b>975.75</b>	<b>1,104.00</b>	<b>1,260.75</b>	<b>1,437.75</b>	<b>1,641.00</b>	<b>1,873.50</b>	<b>2,138.25</b>	<b>2,440.50</b>
	Annual*	19,990	22,533	25,448	28,792	32,880	37,497	42,797	48,861	55,766	63,648
14	Hourly	10.41	11.75	13.29	15.04	17.18	19.59	22.37	25.53	29.14	33.26
	Biweekly	<b>780.75</b>	<b>881.25</b>	<b>996.75</b>	<b>1,128.00</b>	<b>1,288.50</b>	<b>1,469.25</b>	<b>1,677.75</b>	<b>1,914.75</b>	<b>2,185.50</b>	<b>2,494.50</b>
	Annual*	20,362	22,983	25,995	29,418	33,604	38,318	43,756	49,937	56,998	65,057
15	Hourly	10.63	11.99	13.54	15.36	17.55	20.05	22.87	26.11	29.79	34.01
	Biweekly	<b>797.25</b>	<b>899.25</b>	<b>1,015.50</b>	<b>1,152.00</b>	<b>1,316.25</b>	<b>1,503.75</b>	<b>1,715.25</b>	<b>1,958.25</b>	<b>2,234.25</b>	<b>2,550.75</b>
	Annual*	20,792	23,452	26,484	30,044	34,328	39,218	44,734	51,071	58,269	66,524

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

**APPENDIX C (Continued)**  
**COMMONWEALTH OF PENNSYLVANIA**  
**37.5 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 1998**  
**SCHEDULE S**

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PAY STEP		PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
16	Hourly	10.85	12.25	13.83	15.71	17.94	20.50	23.38	26.68	30.45	34.76
	Biweekly	813.75	918.75	1,037.25	1,178.25	1,345.50	1,537.50	1,753.50	2,001.00	2,283.75	2,607.00
	Annual*	21,223	23,961	27,051	30,729	35,091	40,098	45,731	52,186	59,560	67,991
17	Hourly	11.05	12.48	14.11	16.07	18.34	20.94	23.91	27.26	31.14	35.55
	Biweekly	828.75	936.00	1,058.25	1,205.25	1,375.50	1,570.50	1,793.25	2,044.50	2,335.50	2,666.25
	Annual*	21,614	24,411	27,599	31,433	35,873	40,959	46,768	53,321	60,910	69,536
18	Hourly	11.29	12.75	14.41	16.42	18.77	21.42	24.43	27.88	31.83	36.34
	Biweekly	846.75	956.25	1,080.75	1,231.50	1,407.75	1,606.50	1,832.25	2,091.00	2,387.25	2,725.50
	Annual*	22,083	24,939	28,186	32,118	36,714	41,898	47,785	54,533	62,259	71,081
19	Hourly	11.52	13.01	14.72	16.81	19.17	21.88	24.98	28.51	32.54	37.14
	Biweekly	864.00	975.75	1,104.00	1,260.75	1,437.75	1,641.00	1,873.50	2,138.25	2,440.50	2,785.50
	Annual*	22,533	25,448	28,792	32,880	37,497	42,797	48,861	55,766	63,648	72,646
20	Hourly	11.75	13.29	15.04	17.18	19.59	22.37	25.53	29.14	33.26	37.97
	Biweekly	881.25	996.75	1,128.00	1,288.50	1,469.25	1,677.75	1,914.75	2,185.50	2,494.50	2,847.75
	Annual*	22,983	25,995	29,418	33,604	38,318	43,756	49,937	56,998	65,057	74,269

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

**APPENDIX C (Continued)**  
**COMMONWEALTH OF PENNSYLVANIA**  
**40 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 1998**  
**SCHEDULE S**

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PAY STEP		PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
1	Hourly	8.06	9.07	10.22	11.52	13.01	14.72	16.81	19.17	21.88
	Biweekly	<b>644.80</b>	<b>725.60</b>	<b>817.60</b>	<b>921.60</b>	<b>1,040.80</b>	<b>1,177.60</b>	<b>1,344.80</b>	<b>1,533.60</b>	<b>1,750.40</b>
	Annual*	16,816	18,924	21,323	24,035	27,144	30,712	35,072	39,996	45,650
2	Hourly	8.22	9.25	10.41	11.75	13.29	15.04	17.18	19.59	22.37
	Biweekly	<b>657.60</b>	<b>740.00</b>	<b>832.80</b>	<b>940.00</b>	<b>1,063.20</b>	<b>1,203.20</b>	<b>1,374.40</b>	<b>1,567.20</b>	<b>1,789.60</b>
	Annual*	17,150	19,299	21,719	24,515	27,728	31,379	35,844	40,873	46,673
3	Hourly	8.39	9.43	10.63	11.99	13.54	15.36	17.55	20.05	22.87
	Biweekly	<b>671.20</b>	<b>754.40</b>	<b>850.40</b>	<b>959.20</b>	<b>1,083.20</b>	<b>1,228.80</b>	<b>1,404.00</b>	<b>1,604.00</b>	<b>1,829.60</b>
	Annual*	17,505	19,675	22,178	25,016	28,250	32,047	36,616	41,832	47,716
4	Hourly	8.55	9.62	10.85	12.25	13.83	15.71	17.94	20.50	23.38
	Biweekly	<b>684.00</b>	<b>769.60</b>	<b>868.00</b>	<b>980.00</b>	<b>1,106.40</b>	<b>1,256.80</b>	<b>1,435.20</b>	<b>1,640.00</b>	<b>1,870.40</b>
	Annual*	17,839	20,071	22,637	25,558	28,855	32,777	37,430	42,771	48,780
5	Hourly	8.72	9.82	11.05	12.48	14.11	16.07	18.34	20.94	23.91
	Biweekly	<b>697.60</b>	<b>785.60</b>	<b>884.00</b>	<b>998.40</b>	<b>1,128.80</b>	<b>1,285.60</b>	<b>1,467.20</b>	<b>1,675.20</b>	<b>1,912.80</b>
	Annual*	18,193	20,488	23,055	26,038	29,439	33,528	38,265	43,689	49,886

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave, Title 4, Pennsylvania Code."

**APPENDIX C (Continued)**  
**COMMONWEALTH OF PENNSYLVANIA**  
**40 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 1998**  
**SCHEDULE S**

PAY STEP		PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
6	Hourly	8.89	10.01	11.29	12.75	14.41	16.42	18.77	21.42	24.43
	Biweekly	<b>711.20</b>	<b>800.80</b>	<b>903.20</b>	<b>1,020.00</b>	<b>1,152.80</b>	<b>1,313.60</b>	<b>1,501.60</b>	<b>1,713.60</b>	<b>1,954.40</b>
	Annual*	18,548	20,885	23,555	26,602	30,065	34,259	39,162	44,691	50,971
7	Hourly	9.07	10.22	11.52	13.01	14.72	16.81	19.17	21.88	24.98
	Biweekly	<b>725.60</b>	<b>817.60</b>	<b>921.60</b>	<b>1,040.80</b>	<b>1,177.60</b>	<b>1,344.80</b>	<b>1,533.60</b>	<b>1,750.40</b>	<b>1,998.40</b>
	Annual*	18,924	21,323	24,035	27,144	30,712	35,072	39,996	45,650	52,118
8	Hourly	9.25	10.41	11.75	13.29	15.04	17.18	19.59	22.37	25.53
	Biweekly	<b>740.00</b>	<b>832.80</b>	<b>940.00</b>	<b>1,063.20</b>	<b>1,203.20</b>	<b>1,374.40</b>	<b>1,567.20</b>	<b>1,789.60</b>	<b>2,042.40</b>
	Annual*	19,299	21,719	24,515	27,728	31,379	35,844	40,873	46,673	53,266
9	Hourly	9.43	10.63	11.99	13.54	15.36	17.55	20.05	22.87	26.11
	Biweekly	<b>754.40</b>	<b>850.40</b>	<b>959.20</b>	<b>1,083.20</b>	<b>1,228.80</b>	<b>1,404.00</b>	<b>1,604.00</b>	<b>1,829.60</b>	<b>2,088.80</b>
	Annual*	19,675	22,178	25,016	28,250	32,047	36,616	41,832	47,716	54,476
10	Hourly	9.62	10.85	12.25	13.83	15.71	17.94	20.50	23.38	26.68
	Biweekly	<b>769.60</b>	<b>868.00</b>	<b>980.00</b>	<b>1,106.40</b>	<b>1,256.80</b>	<b>1,435.20</b>	<b>1,640.00</b>	<b>1,870.40</b>	<b>2,134.40</b>
	Annual*	20,071	22,637	25,558	28,855	32,777	37,430	42,771	48,780	55,665

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave, Title 4, Pennsylvania Code."

**APPENDIX C (Continued)**  
**COMMONWEALTH OF PENNSYLVANIA**  
**40 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 1998**  
**SCHEDULE S**

148

PAY STEP		PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
11	Hourly	9.82	11.05	12.48	14.11	16.07	18.34	20.94	23.91	27.26
	Biweekly	<b>785.60</b>	<b>884.00</b>	<b>998.40</b>	<b>1,128.80</b>	<b>1,285.60</b>	<b>1,467.20</b>	<b>1,675.20</b>	<b>1,912.80</b>	<b>2,180.80</b>
	Annual*	20,488	23,055	26,038	29,439	33,528	38,265	43,689	49,886	56,875
12	Hourly	10.01	11.29	12.75	14.41	16.42	18.77	21.42	24.43	27.88
	Biweekly	<b>800.80</b>	<b>903.20</b>	<b>1,020.00</b>	<b>1,152.80</b>	<b>1,313.60</b>	<b>1,501.60</b>	<b>1,713.60</b>	<b>1,954.40</b>	<b>2,230.40</b>
	Annual*	20,885	23,555	26,602	30,065	34,259	39,162	44,691	50,971	58,169
13	Hourly	10.22	11.52	13.01	14.72	16.81	19.17	21.88	24.98	28.51
	Biweekly	<b>817.60</b>	<b>921.60</b>	<b>1,040.80</b>	<b>1,177.60</b>	<b>1,344.80</b>	<b>1,533.60</b>	<b>1,750.40</b>	<b>1,998.40</b>	<b>2,280.80</b>
	Annual*	21,323	24,035	27,144	30,712	35,072	39,996	45,650	52,118	59,483
14	Hourly	10.41	11.75	13.29	15.04	17.18	19.59	22.37	25.53	29.14
	Biweekly	<b>832.80</b>	<b>940.00</b>	<b>1,063.20</b>	<b>1,203.20</b>	<b>1,374.40</b>	<b>1,567.20</b>	<b>1,789.60</b>	<b>2,042.40</b>	<b>2,331.20</b>
	Annual*	21,719	24,515	27,728	31,379	35,844	40,873	46,673	53,266	60,798
15	Hourly	10.63	11.99	13.54	15.36	17.55	20.05	22.87	26.11	29.79
	Biweekly	<b>850.40</b>	<b>959.20</b>	<b>1,083.20</b>	<b>1,228.80</b>	<b>1,404.00</b>	<b>1,604.00</b>	<b>1,829.60</b>	<b>2,088.80</b>	<b>2,383.20</b>
	Annual*	22,178	25,016	28,250	32,047	36,616	41,832	47,716	54,476	62,154

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave, Title 4, Pennsylvania Code."

**APPENDIX C (Continued)**  
**COMMONWEALTH OF PENNSYLVANIA**  
**40 HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 1998**  
**SCHEDULE S**

149

PAY STEP		PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
16	Hourly	10.85	12.25	13.83	15.71	17.94	20.50	23.38	26.68	30.45
	Biweekly	<b>868.00</b>	<b>980.00</b>	<b>1,106.40</b>	<b>1,256.80</b>	<b>1,435.20</b>	<b>1,640.00</b>	<b>1,870.40</b>	<b>2,134.40</b>	<b>2,436.00</b>
	Annual*	22,637	25,558	28,855	32,777	37,430	42,771	48,780	55,665	63,531
17	Hourly	11.05	12.48	14.11	16.07	18.34	20.94	23.91	27.26	31.14
	Biweekly	<b>884.00</b>	<b>998.40</b>	<b>1,128.80</b>	<b>1,285.60</b>	<b>1,467.20</b>	<b>1,675.20</b>	<b>1,912.80</b>	<b>2,180.80</b>	<b>2,491.20</b>
	Annual*	23,055	26,038	29,439	33,528	38,265	43,689	49,886	56,875	64,970
18	Hourly	11.29	12.75	14.41	16.42	18.77	21.42	24.43	27.88	31.83
	Biweekly	<b>903.20</b>	<b>1,020.00</b>	<b>1,152.80</b>	<b>1,313.60</b>	<b>1,501.60</b>	<b>1,713.60</b>	<b>1,954.40</b>	<b>2,230.40</b>	<b>2,546.40</b>
	Annual*	23,555	26,602	30,065	34,259	39,162	44,691	50,971	58,169	66,410
19	Hourly	11.52	13.01	14.72	16.81	19.17	21.88	24.98	28.51	32.54
	Biweekly	<b>921.60</b>	<b>1,040.80</b>	<b>1,177.60</b>	<b>1,344.80</b>	<b>1,533.60</b>	<b>1,750.40</b>	<b>1,998.40</b>	<b>2,280.80</b>	<b>2,603.20</b>
	Annual*	24,035	27,144	30,712	35,072	39,996	45,650	52,118	59,483	67,891
20	Hourly	11.75	13.29	15.04	17.18	19.59	22.37	25.53	29.14	33.26
	Biweekly	<b>940.00</b>	<b>1,063.20</b>	<b>1,203.20</b>	<b>1,374.40</b>	<b>1,567.20</b>	<b>1,789.60</b>	<b>2,042.40</b>	<b>2,331.20</b>	<b>2,660.80</b>
	Annual*	24,515	27,728	31,379	35,844	40,873	46,673	53,266	60,798	69,394

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave, Title 4, Pennsylvania Code."



# APPENDIX D

## CLASSIFICATION TITLES BY SUPERVISORY UNITS

### MAINTENANCE AND TRADES Supervisory Unit

CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
02520	Freight Terminal Supervisor .....	36	J2
50130	Dairyman 1 .....	4	J2
50520	Florist 2 .....	3	J2
50720	Groundskeeper Supervisor .....	4	J2
54060	Forest Fire Specialist Supervisor.....	5	J2
54120	Forest Maintenance Supervisor .....	5	J2
54210	Nursery Foreman .....	4	J2
54240	Corrections Nursery Supervisor .....	36	J2
54540	Park Maintenance Supervisor 1.....	5	J2
54541	Park Maintenance Supervisor 2.....	6	J2
60060	Fishing & Boating Facilities Supervisor .....	5	J2
60129	Game Lands Maintenance Supervisor.....	5	J2
61030	Fish Culture Station Foreman .....	5	J2
90120	Labor Foreman 2 .....	4	J2
90210	Construction Foreman .....	5	J2
91020	Highway Foreman 2 .....	5	J2
91030	Highway Foreman 3 .....	6	J2
91212	Sign Technician Supervisor .....	5	J2
91420	Tunnel Maintainer Supervisor .....	5	J2
92132	Training Site Administrator .....	6	J2
92320	Drill Operator 2 .....	5	J2



CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
93120	Automotive Mechanic Supervisor .....	5	J2
93140	Automotive Equipment Foreman .....	6	J2
93720	Office Equipment Repair Supervisor .....	5	J2
93830	Orthotics Appliance Practitioner .....	6	J2
93880	Prosthetics Appliance Practitioner.....	6	J2
93890	Rehabilitation Orthotics Practitioner .....	6	J2
94030	Carpenter Foreman .....	5	J2
94130	Roofer Tinsmith Foreman .....	5	J2
94230	Mason Foreman .....	5	J2
94330	Plumber Foreman .....	5	J2
94380	Steamfitter Foreman .....	5	J2
94400	High Voltage Electrician Foreman .....	7	J2
94430	Electrician Foreman.....	5	J2
94520	Painter Foreman.....	5	J2
94660	Bldg Maintenance Foreman .....	6	J2
95130	Vector Control Specialist Supervisor .....	4	J2
95420	Barber 2 .....	5	J2
95520	Cosmetologist 2.....	5	J2
96050	Photographic Services Supervisor .....	6	J2
96090	Micrographics Technician Spvr.....	5	J2
96180	Copy Center Supervisor .....	4	J2
96360	Duplicating Supervisor .....	5	J2
96440	Printer 2 .....	5	J2
96680	Bindery Worker Supervisor .....	4	J2
97130	Utility Plant Supervisor .....	6	J2
97330	Water Treatment Plant Supervisor .....	5	J2
97340	Sewage Treatment Plant Supervisor .....	5	J2

CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
97350	Mine Drainage Treatment Plant Supervisor .....	5 .....	J2
97740	Refrigeration Plant Supervisor 1 .....	5 .....	J2
98031	Corrections Utility Plant Supervisor .....	36 .....	J2
98222	Corrections Mattress Factory Supervisor .....	39 .....	J2
98400	Corrections Wood Furniture Factory Supervisor .....	39 .....	J2
98410	Corrections Soap & Detergent Factory Supervisor .....	39 .....	J2
98420	Corrections Canning Supervisor .....	39 .....	J2
98430	Corrections Knitting Mill Supervisor .....	39 .....	J2
98440	Corrections Shoe Factory Supervisor .....	39 .....	J2
98450	Corrections Textile Mill Supervisor .....	39 .....	J2
98460	Corrections Garment Factory Supervisor .....	39 .....	J2
98470	Corrections Metal Products Factory Supervisor .....	39 .....	J2
98480	Corrections Printing Shop Supervisor .....	39 .....	J2
98490	Corrections Meat Processing Supervisor .....	39 .....	J2
98520	Upholsterer Foreman .....	5 .....	J2
98805	Corrections Automotive Body Factory Supervisor .....	39 .....	J2

### CLERICAL, ADMINISTRATIVE AND FISCAL Supervisory Unit

CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
00170	Secretarial Supervisor 1 .....	4 .....	A2
00180	Secretarial Supervisor 2 .....	5 .....	A2

CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
00190	Clerical Supervisor 1 .....	4.....	A2
00200	Clerical Supervisor 2 .....	5.....	A2
00730	Fiscal Technician Supervisory .....	5.....	A2
01330	Data Analyst 3 .....	5.....	A2
01450	Data Recording Supervisor .....	4.....	A2
01750	Computer Programmer 4 .....	8.....	A2
01830	Computer Operations Supervisor .....	6.....	A2
02030	Canteen Manager 1 .....	3.....	A2
02040	Canteen Manager 2.....	32 .....	A2
02440	Storekeeper 1 .....	4.....	A2
02450	Storekeeper 2 .....	5.....	A2
02451	Inventory Control Agent, DGS .....	6.....	A2
02580	Food Distribution Representative Supervisor ..	6.....	A2
02620	Purchasing Agent 2 .....	6.....	A2
03680	Tax Examiner 3 .....	6.....	A2
03732	Corporation Tax Account Supervisor .....	6.....	A2
03830	Real Estate Valuation Supervisor .....	6.....	A2
03851	Tax Discovery Supervisor .....	7.....	A2
05943	Tourist Information Supervisor .....	4.....	A2
06705	Unemployment Compensation Tax Technician Spvr .....	6.....	A2
07030	Legal Assistant Supervisor .....	6.....	A2
09553	Retirement Technician Supervisor.....	6.....	A2
25050	Library Technician.....	5.....	A2
25060	Library Assistant Supervisor .....	5.....	A2
26520	Tourist Guide Supervisor.....	4.....	A2
26630	Custodial Guide Supervisor.....	5.....	A2

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>PAY RANGE</b>	<b>BRG. UNIT</b>
39010	Medical Records Technician .....	5.....	A2
40200	Facility Guardian Officer.....	7.....	A2
47630	Corrections Records Supervisor .....	36 .....	A2
47635	Records Supervisor .....	6.....	A2
47755	Corrections Storekeeper Supervisor .....	34 .....	A2
70383	State Workmens Insurance Fund Claims Supervisor .....	6.....	A2
70391	State Workmens Insurance Fund Underwriting Supv .....	6.....	A2
72021	Fingerprint Technician Supervisor .....	6.....	A2
96600	Forms Layout Specialist 3.....	5.....	A2
96650	Film Librarian .....	4.....	A2

## HUMAN SERVICES

### Supervisory Unit

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>PAY RANGE</b>	<b>BRG. UNIT</b>
30260	Licensed Practical Nurse Supervisor.....	5.....	N2
31380	Therapeutic Activities Aide Supervisor.....	4.....	N2
31430	Residential Services Aide Supervisor MR .....	4.....	N2
31440	Residential Services Aide Night Supervisor MR.....	5.....	N2
31670	Physical Therapy Aide Supervisor .....	4.....	N2
32230	X-ray Technologist 2 Supervisory .....	5.....	N2
41791	Youth Development Aide Supervisor .....	5.....	N2
48130	Houseparent Supervisor.....	4.....	N2

CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
80230	Custodial Work Supervisor .....	4.....	N2
81040	Food Service Supervisor .....	5.....	N2
81520	Corrections Food Service Supervisor .....	36 .....	N2
82210	Laundry Supervisor .....	4.....	N2
82510	Sewing Room Supervisor .....	3.....	N2
98350	Corrections Laundry Plant Supervisor .....	39 .....	N2

## TECHNICAL SERVICES

### Supervisory Unit

CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
01353	Communications Operations Supervisor .....	8.....	B2
10200	Draftsman Supervisor .....	6.....	B2
10330	Highway Design Supervisor .....	8.....	B2
10530	Cartographic Supervisor .....	6.....	B2
10630	Transportation Construction Inspector Supervisor .....	6.....	B2
10632	Bridge Inspection Crane Technician Supervisor .....	6.....	B2
10730	Construction Inspector Supervisor .....	6.....	B2
10810	Bridge and Structural Design Supervisor .....	8.....	B2
10851	Traffic Control Technician Supervisor .....	5.....	B2
11260	Construction Cost Technician 2.....	5.....	B2
11270	Construction Cost Manager .....	7.....	B2
12122	Aerial Photographic Supervisor .....	6.....	B2
12149	Photogrammetry Supervisor .....	6.....	B2

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>PAY RANGE</b>	<b>BRG. UNIT</b>
12221	Transportation Survey Technician Supervisor	..6.....	B2
12280	Surveyor Technician Supv	.....5.....	B2
12512	Roadway Programs Technician Supervisor	.....6.....	B2
15540	Materials Supervisor	.....5.....	B2
17149	Real Estate Specialist Supervisor	.....6.....	B2
17180	Real Estate Appraiser Supervisor	.....7.....	B2
17369	Utility Relocation Technician Supervisor	.....5.....	B2
17560	Electronic Systems Technician	.....6.....	B2
17590	Air Monitoring Equipment Specialist Supervisor	.....6.....	B2
24210	Instrumentation Fabrication Supervisor	.....5.....	B2
32040	Laboratory Technician Supervisor	.....4.....	B2
54150	Forest Technician Supervisor	.....5.....	B2
61050	Fisheries Technician 2	.....5.....	B2
76160	Radiological Instrument Maintenance Officer	.....6.....	B2
96570	Artist Illustrator 3	.....6.....	B2

**INSPECTION, INVESTIGATION AND SAFETY  
SUPERVISORY UNIT  
Non-Professional**

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>PAY RANGE</b>	<b>BRG. UNIT</b>
03782	Tax Account Collections Supervisor	.....7.....	G2
04781	Securities Investigator Supervisor	.....8.....	G2
05390	Insurance Investigator Supervisor	.....8.....	G2

CLASS CODE	CLASS TITLE	PAY RANGE	BRG. UNIT
09340	Automotive Equipment Specialist.....	6.....	G2
09860	District Lottery Supervisor .....	7.....	G2
39340	Health Facility Plan Review Supervisor .....	8.....	G2
47020	Corrections Mail Inspector Supervisor .....	4.....	G2
51220	Fruit and Vegetable Supervisor 1 .....	6.....	G2
52430	Seed Certification Supervisor .....	6.....	G2
70021	Field Investigator Supervisor .....	5.....	G2
70100	Prevailing Wage Inspection Supervisor.....	6.....	G2
70120	Labor Inspector Supervisor .....	6.....	G2
70352	State Workmens Insurance Fund Investigator Spvr .....	6.....	G2
70421	Weights & Measures Supervisor .....	6.....	G2
70711	Mine Subsidence Insurance Program Supervisor .....	5.....	G2
70753	Motor Carrier Enforcement Supervisor.....	7.....	G2
71041	Driver License Examiner Supervisor .....	6.....	G2
71071	Safety Inspection Supervisor .....	7.....	G2
71111	Boiler Inspection Supervisor .....	8.....	G2
71211	Elevator Inspection Supervisor .....	8.....	G2
71581	Surface Mine Conservation Inspection Supervisor .....	8.....	G2
71721	Anthracite Deep Mine Inspector Supervisor ....	8.....	G2
71722	Deep Mine Safety Electrical Inspector Supervisor .....	8.....	G2
71723	Bituminous Deep Mine Inspector Supervisor .....	8.....	G2
71760	Aviation Specialist Supervisor.....	8.....	G2

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>PAY RANGE</b>	<b>BRG. UNIT</b>
71811	Oil and Gas Inspector Supervisor .....	8.....	G2
74220	Fire Marshal.....	4.....	G2
74250	Airport Fireman Supervisor.....	7.....	G2
74320	Port Captain .....	5.....	G2
74521	Dog Law Enforcement Supervisor .....	6.....	G2
93100	Motor Vehicle Program Inspector Supervisor ..	5.....	G2

**INSPECTION, INVESTIGATION AND SAFETY  
SUPERVISORY UNIT  
Professional**

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>PAY RANGE</b>	<b>BRG. UNIT</b>
06656	Employment Security Audit & Investigation Spvr .....	8.....	G5
08610	Facility Reimbursement Officer 1 .....	6.....	G5
08620	Facility Reimbursement Officer 2 .....	7.....	G5
23140	Veterans Education Training Specialist Supervisor .....	8.....	G5
35320	Bedding and Upholstery Inspection Supervisor .....	6.....	G5
38330	Drug Program Specialist 3 .....	9.....	G5
39250	Health Facility Quality Examiner Supervisor .....	9.....	G5
39480	Psychiatric Facility Examiner Supervisor .....	8.....	G5
39510	Medical Assistance Pharmaceutical Programs Spvr .....	9.....	G5



<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>PAY RANGE</b>	<b>BRG. UNIT</b>
39580	Medical Assistance Facility & Records Supervisor .....	8.....	G5
39690	Third Party Liability Investigator Supervisor .....	7.....	G5
46110	Parole Supervisor.....	8.....	G5
51120	Poultry Inspector 2 .....	7.....	G5
51520	Regional Supervisor Division of Food Control .....	7.....	G5
51821	Milk Sanitarian Supervisor .....	7.....	G5
56112	Milk Marketing Licensing Supervisor .....	7.....	G5
70600	Revenue Enforcement Supervisor .....	8.....	G5
70630	Prison Inspection Supervisor .....	7.....	G5
70830	Special Investigator 3 .....	8.....	G5
71841	Welfare Fraud Investigator Supervisor .....	7.....	G5
76199	Emergency Management Supervisor .....	8.....	G5

## **LAW ENFORCEMENT, FISH AND BOAT LAWS**

### **Supervisory Unit**

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>PAY RANGE</b>	<b>BRG. UNIT</b>
60010	Assistant Regional Supervisor, Fish Commission .....	7.....	K2

**TREASURY DEPARTMENT  
CLERICAL, ADMINISTRATIVE AND FISCAL  
Supervisory Unit**

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>PAY RANGE</b>
00190	Clerical Supervisor I .....	04
00200	Clerical Supervisor II .....	05
01330	Data Analyst III .....	05
01450	Data Recording Supervisor .....	04
03680	Tax Examiner III .....	05
79970	Accounting Technician Supervisor .....	04
80200	Custodial Work Supervisor .....	05

**AUDITOR GENERAL  
Supervisory Units  
Clerical Services Unit**

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>PAY RANGE</b>
00160	Clerical Supervisor .....	05

**ATTORNEY GENERAL  
Supervisory Units**

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>PAY RANGE</b>
00190	Clerical Supervisor I .....	04

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>PAY RANGE</b>
00200	Clerical Supervisor II .....	05
00170	Secretarial Supervisor I .....	04
00180	Secretarial Supervisor II .....	05
99720	Special Agent III .....	09
99520	Narcotics Agent III .....	09
99620	Medicaid Agent III .....	09
02620	Purchasing Agent II .....	06
96570	Artist Illustrator III .....	06
01330	Data Analyst III .....	05
70830	Special Investigator III .....	08
99820	Consumer Protection Agent Supv. ....	08
70030	Field Investigator Supervisor .....	05
02440	Storekeeper I .....	04
02450	Storekeeper II .....	05

**PUBLIC UTILITY COMMISSION  
CLERICAL, ADMINISTRATIVE AND FISCAL  
SUPERVISORY UNIT**

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>PAY RANGE</b>
G5207	Complaints Intake Supervisor .....	05
00190	Clerical Supervisor I .....	04
00200	Clerical Supervisor II .....	05
G8020	PU Asses. Specialist .....	06
G3202	Trans. Util. App. Examr. Spvr .....	06

# INSPECTION, INVESTIGATION AND SAFETY NON-PROFESSIONAL/SUPERVISORY

CLASS CODE	CLASS TITLE	PAY RANGE
G5150	FRA Programs Spvr. ....	08
G5420	PU Enf. Officer Reg. Spvr. ....	07
G5220	Util. Compl. Investigator Spvr. 1 .....	07
G5230	Util. Compl. Investigator Spvr. 2 .....	08



**APPENDIX E**  
**ORGANIZATIONAL SENIORITY UNITS**  
**BY AGENCY FOR ALL**  
**SUPERVISORY UNITS**

**AGING**

**Furloughs & Promotions**

1. Headquarters
2. Each Field Office
  - Philadelphia
  - Pittsburgh
  - Harrisburg
  - Wilkes-Barre/Kingston
  - Clarion

**AGRICULTURE**

**Furloughs & Promotions**

1. Headquarters (including Farm Show and Veterinary Diagnostic Laboratories)
2. Penn National Race Track
3. Equine Toxicology and Research Laboratory
4. Regional Office, Meadville
5. Regional Office, Williamsport
6. Regional Office, Tunkhannock
7. Regional Office, Gibsonia
8. Regional Office, Altoona
9. Regional Office, Summerdale
10. Regional Office, Creamery
11. The Meadows Race Track
12. Pocono Downs Race Track
13. Philadelphia Park Race Track

## ATTORNEY GENERAL

### Furloughs (Except Narcotics Agents III) & Promotions

- |   |  |
|---|--|
| 1. Harrisburg (2)<br>Non-Civil Service<br>Civil Service   | 9. State College (2)<br>Non-Civil Service<br>Civil Service |
| 2. Philadelphia (2)<br>Non-Civil Service<br>Civil Service | 10. Greensburg (2)<br>Non-Civil Service<br>Civil Service   |
| 3. Pittsburgh (2)<br>Non-Civil Service<br>Civil Service   | 11. West Norriton<br>Non-Civil Service<br>Civil Service    |
| 4. Scranton (2)<br>Non-Civil Service<br>Civil Service     | 12. Butler<br>Non-Civil Service<br>Civil Service           |
| 5. Wilkes-Barre (2)<br>Non-Civil Service<br>Civil Service | 13. Meadville<br>Non-Civil Service<br>Civil Service        |
| 6. Allentown (2)<br>Non-Civil Service<br>Civil Service    | 14. Williamsport<br>Non-Civil Service<br>Civil Service     |
| 7. Erie (2)<br>Non-Civil Service<br>Civil Service         | 15. Ebensburg<br>Non-Civil Service                         |
| 8. Reading (2)<br>Non-Civil Service<br>Civil Service      | 16. MAGLOCLLEN   |

Furloughs, (Only Narcotics Agents III)

Statewide

## **AUDITOR GENERAL**

Furloughs & Promotions

As shown in Appendix N

## **BANKING**

Furloughs & Promotions

1. Headquarters
2. Eastern Region (Philadelphia)
3. Western Region (Pittsburgh)
4. Central Region (Harrisburg)

## **CIVIL SERVICE COMMISSION**

Furloughs & Promotions

1. Headquarters
2. Pittsburgh Regional Office
3. Philadelphia Regional Office

## **COMMERCE**

Furloughs & Promotions

1. Headquarters - Harrisburg
2. Each Regional Office (4)  
Philadelphia  
Pittsburgh



Wilkes-Barre  
Erie

## **COMMUNITY AFFAIRS**

### **Furloughs & Promotions**

1. Headquarters
2. Each Region (5)
  - Harrisburg
  - Erie
  - Philadelphia
  - Pittsburgh
  - Scranton

## **CONSERVATION AND NATURAL RESOURCES**

### **Furloughs:**

1. Headquarters (including Pittsburgh Office of the Bureau of Topographic and Geologic Survey)
2. Forestry Districts (20)
3. Penn Nursery
4. Regional Park Offices (4) (Including Bureau of Facility Design and Construction)
5. Parks
  - Bendigo Complex
  - Elk
  - Kinzua
  - Black Moshannon
  - Chapman
  - Hills Creek
  - Kettle Creek Complex
  - Ole Bull
  - Leonard Harrison Complex

Colton Point  
Lyman Run Complex  
Patterson  
Prouty Place  
Cherry Springs  
Denton Hill  
R. B. Winter Complex  
Ravensburg  
McCall Dam  
Sand Bridge  
Reeds Gap Complex  
Poe Valley  
Poe Paddy  
Sinnemahoning  
Sizerville Complex  
Bucktail  
Snyder-Middlesworth  
Shikellamy Complex  
Milton  
Susquehanna  
Mt. Pisgah  
Bald Eagle  
Little Pine Complex  
Hyner Run  
Little Pine  
Upper Pine Bottom  
Hyner View  
Point  
Clear Creek  
Cook Forest  
Keystone  
Laurel Hill Complex  
Kooser  
Laurel Ridge  
Linn Run Complex

Laurel Mt.  
Laurel Summit  
Moraine Complex  
McConnell's Mill  
Ohiopyle  
Raccoon Creek  
M. K. Goddard  
Yellow Creek  
Presque Isle  
Oil Creek  
Hillman  
Pymatuning  
Allegheny Islands  
Blue Knob  
Caledonia Complex  
Mt. Alto  
Colonel Denning Complex  
Big Spring  
Fowler's Hollow  
Cowans Gap Complex  
Buchanan's Birthplace  
Gifford Pinchot Complex  
Samuel Lewis  
Susquehannock  
Greenwood Furnace Complex  
Whipple Dam  
Penn Roosevelt  
Pine Grove Furnace  
Prince Gallitzin  
Codus  
Little Buffalo  
Canoe Creek Complex  
Trough Creek  
Warriors Path  
Shawnee

Frances Slocum  
Fort Washington  
French Creek  
Hickory Run Complex  
    Lehigh Gorge  
Neshaminy  
Tuscarora Complex  
    Locust Lake  
Promised Land  
Ricketts Glen  
Marsh Creek  
Tobyhanna Complex  
    Gouldsboro  
    Big Pocono  
Nockamixon  
Worlds End  
Memorial Lake Complex  
    Swatara  
Tyler  
Ridley Creek  
Lackawanna Complex  
    Archbald Pothole  
    Salt Springs  
    Prompton  
Nescopeck  
Beltzville  
Evansburg  
Benjamin Rush  
Delaware Canal  
    Ralph Stover  
White Clay Creek  
Norristown  
Parker Dam Complex  
    S. B. Elliott  
Nolde

Kings Gap  
Jennings  
Jacobsburg

**Promotions:**

1. Agency Head's Office
2. Engineering & Scientific Unit will be by bureau (including Pittsburgh Office of the Bureau of Topographic and Geologic Survey)
3. All other bargaining units - Central Office (including Pittsburgh Office of the Bureau of Topographic and Geologic Survey)
4. Forestry Districts (20)
5. Penn Nursery
6. Regional Park Offices (4) (Including Bureau of Facility Design and Construction)
7. Parks
  - Bendigo Complex
    - Elk
    - Kinzua
  - Black Moshannon
  - Chapman
  - Hills Creek
  - Kettle Creek Complex
    - Ole Bull
  - Leonard Harrison Complex
    - Colton Point
  - Lyman Run Complex
    - Patterson
    - Prouty Place
    - Cherry Springs
    - Denton Hill
  - R. B. Winter Complex
    - Ravensburg

McCall Dam  
Sand Bridge  
Reeds Gap Complex  
Poe Valley  
Poe Paddy  
Sinnemahoning  
Sizerville Complex  
Bucktail  
Snyder-Middlesworth  
Shikellamy Complex  
Milton  
Susquehanna  
Mt. Pisgah  
Bald Eagle  
Little Pine Complex  
Hyner Run  
Little Pine  
Upper Pine Bottom  
Hyner View  
Point  
Clear Creek  
Cook Forest  
Keystone  
Laurel Hill Complex  
Kooser  
Laurel Ridge  
Linn Run Complex  
Laurel Mt.  
Laurel Summit  
Moraine Complex  
McConnell's Mill  
Ohiopyle  
Raccoon Creek  
M. K. Goddard  
Yellow Creek

Presque Isle  
Oil Creek  
Hillman  
Pymatuning  
Allegheny Islands  
Blue Knob  
Caledonia Complex  
Mt. Alto  
Colonel Denning Complex  
Big Spring  
Fowler's Hollow  
Cowans Gap Complex  
Buchanan's Birthplace  
Gifford Pinchot Complex  
Samuel Lewis  
Susquehannock  
Greenwood Furnace Complex  
Whipple Dam  
Penn Roosevelt  
Pine Grove Furnace  
Prince Gallitzin  
Codus  
Little Buffalo  
Canoe Creek Complex  
Trough Creek  
Warriors Path  
Shawnee  
Frances Slocum  
Fort Washington  
French Creek  
Hickory Run Complex  
Lehigh Gorge  
Neshaminy  
Tuscarora Complex  
Locust Lake

Promised Land  
Ricketts Glen  
Marsh Creek  
Tobyhanna Complex  
    Gouldsboro  
    Big Pocono  
Nockamixon  
Worlds End  
Memorial Lake Complex  
    Swatara  
Tyler  
Ridley Creek  
Lackawanna Complex  
    Archbald Pothole  
    Salt Springs  
    Prompton  
Nescopeck  
Beltzville  
Evansburg  
Benjamin Rush  
Delaware Canal  
    Ralph Stover  
White Clay Creek  
Norristown  
Parker Dam Complex  
    S. B. Elliott  
Nolde  
Kings Gap  
Jennings  
Jacobsburg



## **CORRECTIONS**

### **Promotions**

1. Headquarters & Camp Hill Correctional Institution
2. Each Institution
3. Community Services Centers and Regional Offices-  
each county

### **Furloughs**

1. Headquarters & Camp Hill Correctional Institution
2. Each Institution
3. Community Service Centers & Regional Offices -  
each region (3)

## **EDUCATION**

### **Furloughs**

1. Headquarters
2. Each PDE Institution (3)
3. Each Correctional Institution

### **Promotions**

1. Headquarters by Secretary's Office
2. Each Commissioner's Office
3. Each Bureau
4. Each PDE Institution (3)
5. Each Correctional Institution

## **EMERGENCY MANAGEMENT**

### **Furloughs**

1. Headquarters
2. Each Area Office
3. State Fire Academy

### **Promotions**

1. Agency-wide

## **ENVIRONMENTAL PROTECTION**

### **Furloughs:**

1. Headquarters
2. Southwest Field Operations Region (includes portions of Ebensburg, Greensburg, and Uniontown)
3. Southcentral Field Operations Region
4. Southeast Field Operations Region
5. Northeast Field Operations Region (includes portions of Pottsville)
6. Northwest Field Operations Region
7. Northcentral Field Operations Region
8. The following classifications in the Field Operations Regions, Water Management Programs, Soil and Waterway Management are a statewide unit:
  - Civil Engineer Trainee
  - Civil Engineer General
  - Civil Engineer Hydraulic
  - Senior Civil Engineer General
  - Senior Civil Engineer Hydraulic
9. Ebensburg (all Bureau of Abandoned Mine

- Reclamation personnel and A2 personnel)
10. Pottsville (all Bureau of Abandoned Mine Reclamation personnel at Rausch Creek and Auburn and A2 personnel)
  11. Greensburg (only A2 personnel, including those headquartered in Uniontown)

#### **Promotions:**

1. Agency Head's Office
2. Citizens Advisory Council
3. Document Processing Division
4. Engineering & Scientific Unit will be by bureau
5. All other bargaining units - Central Office
6. Southwest Field Operations Region (includes portions of Ebensburg, Greensburg and Uniontown)
7. Southcentral Field Operations Region
8. Southeast Field Operations Region
9. Northeast Field Operations Region (includes portions of Pottsville)
10. Northwest Field Operations Region
11. Northcentral Field Operations Region
12. Ebensburg (all Bureau of Abandoned Mine Reclamation personnel and A2 personnel)
13. Pottsville (all Bureau of Abandoned Mine Reclamation personnel at Rausch Creek and Auburn all A2 personnel)
14. Greensburg (only A2 personnel, including those headquartered in Uniontown)

#### **FISH AND BOAT COMMISSION**

##### **Furloughs & Promotions**

1. Headquarters

2. Pleasant Gap
3. Benner Spring Research Station
4. Warmwater Section (Linesville)
5. Lake Erie Research Branch
6. Fish Cultural Stations (13)
7. Maintenance Regions (5)
8. Fisheries Management Section (except A1 unit statewide)
9. Law Enforcement Regional Offices (6)

#### Furloughs

1. Statewide K1 and K2 Units

### **GAME COMMISSION**

#### Furloughs & Promotions

1. Headquarters
2. Each County of Assignment
3. Each facility
  - Game Farms (5)      Howard Nursery
  - Training Schools
  - Water Fowl Areas
4. Statewide B1, B2, B4 Units

#### Furloughs

1. Statewide K1 and K2 Units

### **GENERAL SERVICES**

#### Furloughs and Promotions

1. Headquarters (2)

- Non-Civil Service
- Civil Service
- 2. Each Regional Office (4)
  - Philadelphia
  - Pittsburgh
  - Scranton
  - Reading
- 3. Each Construction Region (3)
  - Non-Civil Service
  - Civil Service

## **GOVERNOR'S OFFICE**

### **Furloughs & Promotions**

- A. Office of Administration, Boards, Councils and Commissions (22)
  - 1. CMIC (Central Management Information Center) and Bureau of Telecommunications Services
  - 2. Medical Professional Liability Catastrophe Loss Fund
  - 3. Pennsylvania Human Relations Commission (4)
    - Headquarters
    - Harrisburg Regional Office
    - Philadelphia Regional Office
    - Pittsburgh Regional Office
  - 4. Pennsylvania Infrastructure Investment Authority
  - 5. Governor's Action Center
  - 6. Pennsylvania Energy Office
  - 7. Council on the Arts
  - 8. Commission for Women
  - 9. Commission on Crime and Delinquency
  - 10. MILRITE Council

11. Arbitration Panels for Health Care
12. Public Employees' Retirement Study Commission
13. Juvenile Court Judges' Commission
14. Crime Victim's Compensation Board
15. State Health Facility Hearing Board
16. Drug Policy Council
17. Board of Pardons
18. Office of Inspector General
19. Governor's Advisory Commission on African/  
American Affairs

**B. Comptroller Operations (one unit statewide)**

Bureau of Management Information Systems  
(BMIS)

Transportation Comptroller's Office

Public Health & Human Services Comptroller's  
Office

Labor, Education & Community Services  
Comptroller's Office

Public Protection & Recreation Comptroller's  
Office

Liquor Control Board Comptroller's Office

Central Services Comptroller's Office

Bureau of Commonwealth Payroll Operations

## **HEALTH**

### **Promotions**

1. Harrisburg Headquarters and Division of Vital  
Records, Harrisburg Office
2. Bureau of Laboratories
3. Northwestern District, including the Bureau of  
Quality Assurance field locations and the  
Division of Vital Records, New Castle and Erie  
Offices:

Alphabetical List of Counties:

Cameron	Jefferson
Clarion	Lawrence
Clearfield	McKean
Crawford	Mercer
Elk	Venango
Forest	Warren

4. Southwestern District, including the Bureau of Quality Assurance field locations and the Division of Vital Records, Pittsburgh Office.

Alphabetical List of Counties:

Armstrong	Greene
Beaver	Indiana
Butler	Somerset
Cambria	Washington
Fayette	Westmoreland

5. Northeastern District including the Bureau of Quality Assurance field locations and the Division of Vital Records, Scranton Office.

Alphabetical List of Counties:

Carbon	Northampton
Lackawanna	Pike
Lehigh	Susquehanna
Luzerne	Wayne
Monroe	Wyoming

6. Southeastern District including the Bureau of Quality Assurance field locations and the Division of Vital Records, Philadelphia Office.

Alphabetical List of Counties:

Berks	Lancaster
Delaware	Schuylkill

7. North Central District including the Bureau of Quality Assurance field locations.

Alphabetical List of Counties:

Bradford	Northumberland
----------	----------------

- |          |          |
|----------|----------|
| Centre   | Potter   |
| Clinton  | Snyder   |
| Columbia | Sullivan |
| Lycoming | Tioga    |
| Montour  | Union    |
8. South Central District including the Bureau of Quality Assurance field locations.
- Alphabetical List of Counties:
- |            |            |
|------------|------------|
| Adams      | Huntingdon |
| Bedford    | Juniata    |
| Blair      | Lebanon    |
| Cumberland | Mifflin    |
| Dauphin    | Perry      |
| Franklin   | York       |
| Fulton     |            |

## Furloughs

1. Harrisburg Headquarters and Division of Vital Records, Harrisburg Office.
  2. Bureau of Laboratories.
  3. Northwestern District, including the Bureau of Quality Assurance field locations and the Division of Vital Records, New Castle and Erie Offices.
- Alphabetical List of Counties:
- |            |           |
|------------|-----------|
| Cameron    | Jefferson |
| Clarion    | Lawrence  |
| Clearfield | McKean    |
| Crawford   | Mercer    |
| Elk        | Venango   |
| Forest     | Warren    |
4. Southwestern District including the Bureau of Quality Assurance field locations and the Division of Vital Records, Pittsburgh Office.
- Alphabetical List of Counties:



Armstrong	Greene
Beaver	Indiana
Butler	Somerset
Cambria	Washington
Fayette	Westmoreland

5. Northeastern District including the Bureau of Quality Assurance field locations and the Division of Vital Records, Scranton Office.

Alphabetical List of Counties:

Carbon	Northampton
Lackawanna	Pike
Lehigh	Susquehanna
Luzerne	Wayne
Monroe	Wyoming

6. Southeastern District including the Bureau of Quality Assurance field locations and the Division of Vital Records, Philadelphia Office.

Alphabetical List of Counties:

Berks	Lancaster
Delaware	Schuylkill

7. North Central District including the Bureau of Quality Assurance field locations.

Alphabetical List of Counties:

Bradford	Northumberland
Centre	Potter
Clinton	Snyder
Columbia	Sullivan
Lycoming	Tioga
Montour	Union

8. South Central District including the Bureau of Quality Assurance field locations.

Alphabetical List of Counties:

Adams	Huntingdon
Bedford	Juniata
Blair	Lebanon

Cumberland  
Dauphin  
Franklin  
Fulton

Mifflin  
Perry  
York

## **HISTORICAL AND MUSEUM COMMISSION**

### **Furloughs and Promotions**

1. Headquarters - Harrisburg and Dauphin County
2. County by Museum or Historical Site (24)

## **INSURANCE**

### **Furloughs and Promotions**

1. Headquarters
2. Each Regional Office (3)
  - Philadelphia
  - Pittsburgh
  - Erie

## **A. LABOR AND INDUSTRY**

### **Furloughs and Promotions**

#### **A. GENERAL ADMINISTRATION AND PROGRAMS**

1. Headquarters including Dauphin County (2)
  - a. Non-Civil Service
  - b. Civil Service
  - Secretary's Office
  - Deputy Secretaries' Offices
  - Legislative Affairs
  - Deaf and Hearing Impaired Office
  - Office of Chief Counsel
  - Press Office

Policy, Planning and Evaluation Office  
Bureau of Occupational and Industrial Safety  
Bureau of Workers' Compensation  
Bureau of Worker and Community Right to Know  
Bureau of Labor Standards  
Prevailing Wage Division  
Apprenticeship and Training Division  
State Workmen's Insurance Fund  
Boards and Commissions  
Office of Affirmative Action  
Bureau of Administrative Services  
Bureau of Financial Management  
Bureau of Personnel

2. Each County - (2)

a. Non-Civil Service

b. Civil Service

Secretary's Office

Deputy Secretaries' Offices

Legislative Affairs

Deaf and Hearing Impaired Office

Office of Chief Counsel

Press Office

Policy, Planning and Evaluation Office

Bureau of Occupational and Industrial Safety

Bureau of Workers' Compensation

Bureau of Worker and Community Right to Know

Bureau of Labor Standards

Prevailing Wage Division

Apprenticeship and Training Division

State Workmen's Insurance Fund

Boards and Commissions

Office of Affirmative Action

Bureau of Administrative Services

Bureau of Financial Management

Bureau of Personnel

3. Bureau of Occupational and Industrial Safety, except Headquarters (15)
  - a. Building Division - Each District Office (6)
  - b. Elevator Section - Each District Office (3)
  - c. Boiler Section - Each District Office (3) \*
    - \* Except Safety Inspectors in the Liquid Petroleum Gas Section who are included in the Building Division
  - d. Asbestos Section - Statewide
  - e. Bedding and Upholstery Section - Statewide
  - f. PEAL Section - Statewide

**B. JOB CENTER FIELD OPERATIONS (67)**

1. Headquarters including Dauphin County
2. Each County

**Job Center Field Operations**

**Bureau of Employment Services and Training**

**Bureau of Management Information Services**

**Bureau of Research and Statistics**

**Bureau of Unemployment Compensation Benefits and Allowances**

**Bureau of Employer Tax Operations**

**Unemployment Compensation Board of Review**

**C. OFFICE OF VOCATIONAL REHABILITATION (17)**

1. Headquarters
2. Each District Office (15)
3. Johnstown Rehabilitation Center

**D. BUREAU OF DISABILITY DETERMINATION (3)**

1. Headquarters including Harrisburg office
2. Greensburg
3. Wilkes-Barre

## **LIQUOR CONTROL BOARD**

### **Furloughs and Promotions**

1. Headquarters
2. Each County

## **MILITARY AFFAIRS**

### **Furloughs and Promotions**

1. Headquarters
2. State Reservation Maintenance
3. Veteran's Affairs Field Offices
4. Hollidaysburg Veterans' Home
5. PA Soldiers' and Sailors' Home
6. Southeastern PA Veterans' Center
7. Northeastern PA Veterans' Center
8. Each State Home Armory by geographical location (105)
9. Each army and/or air base by geographic location (7)

## **MILK MARKETING BOARD**

### **Furloughs and Promotions**

1. Headquarters
2. Each District Office (3)
  - Eastern
  - Western
  - Central

## **PENNSYLVANIA HIGHER EDUCATION ASSISTANCE AGENCY**

### **Furloughs**

1. Headquarters
2. Each Regional Office (6)
  - Pittsburgh
  - Sharon
  - Philadelphia
  - Carlisle
  - Williamsport
  - Wilkes-Barre

### **Promotions**

1. Headquarters by Division
2. Each Regional Office (6)
  - Pittsburgh
  - Sharon
  - Philadelphia
  - Carlisle
  - Williamsport
  - Wilkes-Barre

## **PENNSYLVANIA SECURITIES COMMISSION**

### **Furloughs and Promotions**

1. Statewide

## **PROBATION AND PAROLE**

### **Furloughs and Promotions**

1. Headquarters
2. Each Correctional Institution (23)
3. Philadelphia District Office (includes Chester District Office)

4. Pittsburgh District Office
5. Harrisburg District Office
6. Scranton District Office
7. Williamsport District Office
8. Erie District Office
9. Allentown District Office
10. Butler District Office
11. Altoona District Office

## **PUBLIC SCHOOL EMPLOYES' RETIREMENT SYSTEM**

### **Furloughs and Promotions**

1. Statewide

## **PUBLIC UTILITIES COMMISSION**

### **Furloughs and Promotions**

1. Headquarters
2. District or Region (6)
  - Harrisburg
  - Philadelphia
  - Pittsburgh
  - Erie
  - Scranton
  - Altoona

## **PUBLIC WELFARE**

### **Furloughs and Promotions**

1. Headquarters
2. Each Institution

- Youth Development Centers, Mental Health, Mental Retardation, Youth Forestry Camp and Secure Treatment Unit.
3. Each County Assistance Office (67)
  4. OIM, Bureau of Child Support
    - A. Wilkes-Barre Area Office
    - B. Philadelphia Area Office
    - C. Pittsburgh Area Office
  5. Each Regional Office, Area Office, District Office in the Offices of Mental Health, Mental Retardation, Income Maintenance, Social Programs, and Children, Youth and Families

## **REVENUE**

### **Furloughs and Promotions**

1. Headquarters, including Turnpike Industrial Park, Brookwood Street facilities and York, Lancaster and Harrisburg field offices. Includes Revenue Field Auditors and Criminal Tax Investigators assigned to Headquarters.
2. Each Territory (1-8) - A-1 and A-2 unit employees (includes all offices/bureaus)
3. Each Territory (A-G) - A-4, G-1, G-2, G-4 and G-5 unit employees (includes all offices/bureaus, except Bureau of Audits). Territory G also includes G-1, G-2, G-4 and G-5 employees in Headquarters.
4. Each Region (7) - Bureau of Audits A-4 unit employees.

## **STATE**

### **Furlough and Promotions**

1. Headquarters, excluding Bureau of Professional



and Occupational Affairs, (2)

Non-Civil Service

Civil Service

2. Bureau of Professional and Occupational Affairs (4)

Headquarters, including Harrisburg Region

Philadelphia Region

Pittsburgh Region

Scranton Region

## **STATE EMPLOYES' RETIREMENT SYSTEM**

### **Furloughs and Promotions**

1. Headquarters (includes A1 employees in the Harrisburg Field Office)
2. Each Field Office

## **STATE HARNESS RACING COMMISSION**

### **Furloughs and Promotions**

1. Headquarters
2. Each County Racing Facility, including laboratory (3)
3. West Chester Reference Laboratory

## **STATE POLICE**

### **Furloughs**

1. Department Headquarters including Academy, Bureau of Liquor Control Enforcement Headquarters, all of Troop "H", and Troop "T" Headquarters.
2. Each Troop (exclusive of Troop "H", and Troop "T")

Headquarters), and each District Liquor Enforcement Office and regional laboratory within the geographical area of the troop (15)

#### **Promotions**

1. Department Headquarters including the Academy, Bureau of Liquor Control Enforcement Headquarters, all of Troop "H", and Troop "T" Headquarters.
2. Each Troop (exclusive of Troop "H", and the Troop "T" Headquarters), and each District Liquor Enforcement Office and regional laboratory within the geographical area of the troop (15)

### **STATE PUBLIC SCHOOL BUILDING AUTHORITY**

#### **Furloughs and Promotions**

1. Authority-wide

### **STATE SYSTEM OF HIGHER EDUCATION**

#### **Furloughs and Promotions**

1. Chancellor's Office
2. Each Institution (14)
3. University Center

### **STATE TAX EQUALIZATION BOARD**

#### **Furloughs and Promotions**

1. Headquarters
2. Pittsburgh Regional Office
3. Philadelphia Regional Office

## **TREASURY**

### **Furloughs**

1. Headquarters
2. Board of Finance
3. Pittsburgh Regional office
4. Philadelphia Regional office

### **Promotions**

1. Headquarters by Bureau
2. Board of Finance
3. Pittsburgh Regional office
4. Philadelphia Regional office

## **TRANSPORTATION**

### **Furloughs**

1. Headquarters (includes A1 and A-2 employees in District 8-0)
2. Pittsburgh - Office of Chief Counsel
3. Philadelphia - Office of Chief Counsel
4. Each Engineering District (11)
5. Each County Maintenance District (67)

### **Promotions**

1. Headquarters (includes A1 and A2 unit employees in Engineering District 8-0 and Maintenance District 8-5)
2. Each Engineering District by Division (except A-1 and A-2 Bargaining Unit employees)
3. Each Engineering District A-1 and A-2 Bargaining Unit employees)
4. Each County Maintenance District (67)

# **APPENDIX F RULES OF THE ACCELERATED GRIEVANCE PROCEDURE**

## **RULE 1 JOINT AREA COMMITTEES**

### **Section 1. - Function - Joint Area Committees**

It shall be the sole purpose of the Joint Area Committees to hear unresolved grievances from Step 1. The Joint Area Committees shall have the authority to render final and binding decisions on all grievances properly brought before them.

### **Section 2. - Composition**

All Joint Area Committees shall be made up of an equal number of representatives selected by the respective parties, with half being designated by the Union, and half designated by the Commonwealth - from persons not directly involved in the case. Each Committee Panel will consist of a total of six (6) members, as agreed between the parties. In addition, each party shall designate one of its Committee representatives as a Co-Chairperson for the purpose of ensuring the orderly execution of the established procedures.

### **Section 3. - Jurisdiction**

The parties agree to establish Regional Joint Area Committees (East and West) comprised of the following Agencies:

**COMMITTEE**  
Transportation  
Labor & Industry  
Revenue  
State Police

**COMMITTEE**  
Public Welfare  
Military Affairs  
Executive Offices  
Banking

Insurance  
Community Affairs  
State  
Pa. Human Relations Comm.  
Pa. Emergency Management  
Agency  
Fish Commission  
Game Commission  
Agriculture  
Public Utility Comm.  
Environmental Protection  
Conservation and Natural  
Resources  
Securities Comm.

Education  
General Services  
Aging  
Commerce  
Historical & Museum  
Probation & Parole  
Mun. Ret. System  
St. Em. Ret. System  
Pa. State Emp.  
Retirement Sys.  
Milk Marketing Bd.  
Health

## **RULE 2**

### **JOINT AREA COMMITTEE MEETINGS**

#### **Section 1. - Time and Place**

The Joint Area Committees shall meet on a monthly basis. Said meeting shall begin at 8:00 a.m. on each scheduled meeting date.

Meeting locations - Six (6) locations shall be chosen by the Employer and six (6) locations chosen the by Union for each of the Joint Area Committees.

The time and place of any meeting may be changed by mutual agreement of the Parties.

#### **Section 2. - Meeting Dockets**

A docket indicating the cases scheduled to be heard at each Joint Area Committee meeting will be furnished by the Office of Administration (Bureau of Labor Relations) at least ten (10) days prior to the date of each meeting. Copies are to be provided to the affected

Commonwealth Agencies (Divisions of Labor Relations) and Council 13 AFSCME (Grievance Department, 4031 Executive Park Drive, Harrisburg, PA 17111-1599).

Once the docket has been prepared and distributed to all interested parties, no additional cases can be added to the docket for that meeting unless agreed upon by the parties. If the Co-Chairperson of the Union and the Co-Chairperson of the Commonwealth mutually agree that a case may be heard by the Joint Area Committee on short notice, then such case will be placed on a supplemental docket prior to the Joint Area Committee meeting.

A discharged employee, or employees in cases of conflicting seniority claims, shall be notified within a reasonable time prior to the hearing by the party filing the grievance of the time and place of the grievance meeting, and of the employee's rights, including the right to be present at such hearing. In the event the Union or Commonwealth does not give notice to the employee, the Committee nevertheless, may in its discretion hear and decide the case.

### **RULE 3**

### **PROCEDURE ON GRIEVANCES**

#### **Section 1. - Filing of Grievances**

The grievance shall be reduced to writing by the union. Copies of the grievance shall be submitted to the Office of Administration (Bureau of Labor Relations, 404 Finance Building, Harrisburg, PA 17120), with copies to the affected Commonwealth Agency (Division of Labor Relations).

## **Section 2. - Selection of Panel**

The Union and the Commonwealth will select their respective Co- Chairpersons. The position of Acting Chairperson for each Joint Area Committee meeting will be alternately filled by each side. Each Co-Chairperson shall select his/her panel members to hear each case on the docket. Any Joint Committee panel hearing a case shall consist of three (3) representatives designated by each party, and at all times shall consist of an equal number of Commonwealth and Union representatives. The parties agree that the panel will consist of six (6) members, three (3) designated by each side. It is further agreed and understood between the parties, that either party may request to increase or decrease the size of the Committee for a specific case.

In the event any case on the docket affects the District Council or the work location of any member of the panel, then such panel member shall be removed from the panel for that case, and the appropriate Co-Chairperson shall designate another member of his/her group to the Committee to hear that particular case.

No representative of either side, who participated in the prior hearing of the case at the Area Committee Level as a presenter or panel member, shall be permitted to act as a member of the panel hearing the case at Step 3.

## **Section 3. - Settlements**

If a case, after being placed on the respective Joint Area Committee's docket for a particular meeting, is settled by the parties involved, each party shall inform the co-chairpersons of the Joint Area Committee of the settlement before the meeting when such case is scheduled to be heard.

#### **Section 4. - Postponement of Cases**

Postponement of cases on the agenda of a Joint Area Committee will be permitted only once for each party. Notice of a postponement shall be given to the other party by the fastest possible method of communication upon knowledge of the need to postpone. No subsequent postponements by that party will be permitted by the Joint Area Committee.

#### **Section 5. - Default**

In the event either party in a dispute fails to appear before the Joint Area Committee, or State Committee, or a panel thereof, without an authorized postponement, the Joint Area Committee or State Committee, shall render a default decision in favor of the appearing party. If either party in a case which is scheduled to be heard at a particular meeting fails to appear at the time the case is called, that case will be placed at the end of the Docket and will be called again after all of the cases preceding it have been heard. At that time when the case is called for the second time, if the party again fails to appear, the Committee shall render a default decision in favor of the appearing party.

### **RULE 4 OPERATION OF JOINT AREA COMMITTEE**

#### **Section 1. - Rules**

The operation of the Committees shall be in accordance with these Rules of Procedure and such other rules as may from time to time be adopted by mutual agreement between the parties. Such other rules shall be established by a majority vote of the Joint Area Committee provided; however, both the Union and the



Commonwealth members of the Committee have equal voting power. Whenever an addition or amendment to these Rules of Procedure, or other rules duly adopted, is proposed, it shall be presented in writing to the Joint Area Committee at a regularly scheduled meeting of the Committee and voted upon at the following meeting.

## **Section 2. - Order of Cases**

Docketed discharge cases will be heard during the time period scheduled for the Joint Area Committee or State Committee for which it has been docketed. All other cases will be heard by the Joint Area Committee or State Committee in the order in which the Chairpersons mutually agree.

## **Section 3. - Hearings**

In the hearing of a case, either party may present any evidence bearing on the facts of the particular case, and may present testimony of witnesses either in person or by written witness statements. However, these statements must contain the following statement:

**"THE FOLLOWING STATEMENT IS BEING GIVEN BY ME FREELY AND WITHOUT COERCION FOR OFFICIAL COMMONWEALTH BUSINESS AND WILL BE CONSIDERED FOR ALL PURPOSES, INCLUDING ACTIONS UNDER THE STATUTES OF THIS COMMONWEALTH, JUST AS THOUGH IT HAD BEEN SWORN OR AFFIRMED BEFORE A COURT OF LAW OR FORMAL ARBITRATION PANEL."**

All evidence to be presented must be made known to the other party within a reasonable time prior to the hearing. **HOWEVER, NO LATER THAN FORTY-EIGHT (48) HOURS (EXCLUDING HOLIDAYS AND SAT-**

URDAYS/SUNDAYS) PRIOR TO THE SCHEDULED MEETING OF THE JOINT AREA COMMITTEE OR STATE COMMITTEE. THE FOLLOWING ARE THE ONLY PERMISSIBLE EXCEPTIONS: BARGAINING HISTORY, PRECEDENT SETTING ARBITRATION AWARDS, PRECEDENT SETTING SETTLEMENTS, COURT DECISIONS, AND LABOR BOARD DECISIONS. Failure to comply with this rule by either party, shall constitute grounds for the Committee to refuse to consider the evidence in question if an objection to its introduction is raised. During the hearing, only panel members, alternate members of the Joint Committee, the parties presenting the case, and those directly involved in the specific case being heard, shall be allowed to sit in the immediate area where the hearing is being conducted. Other members of the Joint Committee, except for the designated panel hearing the case, shall not participate in the presentation, the discussion, or the questioning.

In discharge, involuntary demotion, suspension and reprimand cases, the Commonwealth must present its evidence first; in all other cases, the Union will present its evidence first. Each party shall declare, prior to the presentation of its case, whether there will be a co-presenter on the respective case. The number of co-presenters shall be limited to two (2) individuals, and a co-presenter shall only supplement the presentation of the case in chief. Both sides will have an opportunity to summarize and rebut, however, when co-presenters are used, only one (1) of the co-presenters may respond during the Summation and Rebuttal portion of the presentation. After each party has presented its case and its official rebuttal testimony, the panel members will be free to ask questions of the parties. After such questioning, the panel of the Joint Area Committee will retire to execu-

tive session and will vote, and thereby render its decision. Voting by a show of hands will be deemed to be sufficient. When the panel goes into executive session in order to decide the case, all others must retire from the room. After a decision has been reached by a majority vote of the panel, the decision shall be reduced to writing and provided to the parties in a manner agreed upon by the Joint Area Committee.

#### **Section 4. - Recess**

A recess may be requested by either party during the hearing of a case. However, if such request is granted by the Acting Chairperson, it shall not exceed one hour. The Acting Chairperson may also call for recess at any time, but such recess not to exceed one hour in duration.

#### **Section 5. Summaries**

The Commonwealth co-chair of the Joint Area Committee shall prepare written summaries for each committee meeting, briefly outlining the facts and the decision reached by the committee in each case heard. Copies of all such summaries shall be provided to the Union (AFSCME, Council 13, 4031 Executive Park Drive, Harrisburg, PA 17111-1599).

### **RULE 5 JOINT PENNSYLVANIA STATE COMMITTEE (JPSC)**

#### **Section 1. - Function**

The Joint Pennsylvania State Committee shall hear at Step 3, all cases referred to it from Step 2. This Committee shall operate under the same Rules of Procedure that govern the Joint Area Committees.

## **Section 2. - Minutes**

The Commonwealth co-chair shall prepare written minutes of each committee meeting, briefly outlining the facts and the decision reached by the Committee in each case heard. Copies of all such minutes and decisions shall be provided to the Union (AFSCME Council 13, 4031 Executive Park Drive, Harrisburg, PA 17111-1599). The Office of Administration will provide copies of these documents to all Commonwealth Agencies (Divisions of Labor Relations) participating in the AGP. Minutes for the Joint State Committee will be approved at the next meeting of the Committee and will form the official record of the Committee action.

### **Meetings**

Frequency of meetings and their location shall be determined by AFSCME Council 13 and the Office of Administration, Bureau of Labor Relations representatives.



## **APPENDIX G**

### **MAINTENANCE AND TRADES SUPERVISORY UNIT**

#### **Training**

Where feasible the Commonwealth will continue present training programs and review and upgrade the programs with the goal of training interested and qualified employees for higher classifications within the department or agency. Among those within a seniority unit who apply from within the classification or classifications determined by the Employer as being appropriate for receiving the training, the employee with the greatest length of classification among those with relatively equal qualifications will receive the opportunity for training. If there is no qualified employee within the classification deemed appropriate for training, then the training may be offered to other qualified employees as determined by the Employer.

In the Department of Transportation, a training committee consisting of two supervisory unit employees per Engineering District and appropriate Union and Management representatives shall meet in Central Office semi-annually to discuss training issues. Employees selected for this committee shall be entitled to administrative leave to attend these meetings, but shall be afforded no other benefit or privilege as a result of this selection. It shall be the responsibility of the Union to request the meetings, suggest alternative dates, and provide a list of supervisory unit representatives and a tentative agenda for discussion.

The Department of Transportation will provide Foreman with adequate training to ensure they are familiar with equipment operated by employees under their supervision.

## **Eating and Sanitary Facilities**

The Employer will provide exhaust fans or suitable substitutes, if needed, in all facilities used as paint shops, permanent garages or repair areas; and fresh water, soap or waterless soap and paper towels at permanent Department of Transportation and Department of Conservation and Natural Resources locations and in all locations where presently supplied, including work crew areas.

## **Specialized Crews**

1. Future permanent assignments to vacancies which occur in county-wide paving, surface treatment, sign, bridge and guide rail specialized crews shall be made in accordance with the following provisions:

A. Complement vacancies which the Department determines are to be filled shall be filled in accordance with applicable personnel policy and/or this Memorandum and Appendix.

B. Assignments to those crews listed above will be made by posting paving, surface treatment, and guide rail foreman positions annually or when vacancies occur, the opportunity for assignment to the crew for five (5) working days. After the posting period, in February for the annual posting, the Employer shall select crew foremen from among the applicants from the supervisory classification determined by Management to be needed for the position. In making its selection, management shall take into account the applicants' relative skill, ability, experience, and seniority. Assignments shall not be made in a manner inconsistent with the provisions of Recommendation 31, Discrimination. Grievances alleging a violation of this provision may be submitted directly to the Joint State

Committee of the grievance procedure. Foreman selected for specialized crew assignments will be permitted to request the stockpile to which they wish to be assigned while not on a specialized crew. The Employer will give due consideration to all such requests. Bridge and sign foremen will be posted and bid in February 1989. After this initial posting, only actual vacancies will be posted. Bridge and sign crew assignments will be considered permanent and will not be re-bid annually solely because the crew disbanded at the conclusion of the previous work season. Bridge and sign crew foreman desiring to be reassigned may submit requests for reassignment, and all such requests will be given due consideration by the Employer.

- C. Foremen assigned to the listed county-wide specialized crews shall serve a probationary period of thirty (30) work days on the specialized crew. When employees are assigned to the same specialized crew(s) in consecutive years, they will not be required to serve a probationary period. Where in the opinion of Management the employee's performance is determined to be unsatisfactory, the employee shall be returned to his former assignment or to a similar assignment and the next most qualified applicant shall be assigned to the crew on a probationary basis. When this occurs, the Employer will explain the specific rationale for the reassignment to the Local Union.
- D. If there are no applicants for the assignment from among employees in the class determined by Management to be needed on the crew or if no such applicants possess the requisite skills and abilities, assignments shall be made by the



Employer from among those employees who possess the requisite skills and abilities.

E. Seniority for the purpose of this provision shall be classification seniority.

F. The provisions of this section may be modified in writing by local agreement.

**2. Travel time for specialized crews**

Hours of work for members of special crews shall commence when such employees arrive at their equipment ready for work whether prior to or subsequent to transportation to the work site. If such employees are required by the Employer to travel to and from the work site by transportation provided by the Employer, work time shall commence at the time of embarkation and shall cease at the time of debarkation.

**Work Site Travel**

In the Department of Transportation, foremen not assigned to one of the specialized crews listed under the "Specialized Crews" section of this Appendix, will be assigned to report on a daily basis consistent with the Employer's operational requirements to either a reporting site, a work site within the geographic area of responsibility of the reporting site, or an assembly point within the geographic area of responsibility of the reporting site for transport to work assignments at a site outside that geographic area. If employees are assigned to report to an assembly point, transportation to the work site will be provided by the employer. The assembly point should be a location where employee vehicles can be safely and securely parked off the traveled roadway. Hours of work for such employees will commence upon arrival at the assigned work site or reporting site at the start of the shift and cease upon departure from the assigned work site or return to the reporting site at the end of the shift.

In those situations where employees are required by the Employer to travel from their first assigned work site of the day to any additional work sites on the same day, and are required to use their own personal vehicle for such travel, then the employees will be paid mileage travel expense in accordance with existing Commonwealth Travel Expense Regulations.

Employees will be permitted to request the reporting site to which they wish to be assigned during the summer work season. The Employer will give due consideration to all such requests.

For the purposes of this Appendix, a reporting site in the Department of Transportation shall be defined as a stockpile, office, or satellite. The geographic area of responsibility associated with a reporting site shall be defined as the geographic area within which employees from that reporting site have been historically assigned to work.

#### **Department of Transportation Compensatory Time**

This provision amends the time frames of Recommendation No. 10, Section 6 - Holidays and Recommendation No. 20, Section 4 - Overtime for employees covered by this Maintenance and Trades Supervisory Unit Appendix who earn compensatory time.

The 45 day period referred to in those Master Memorandum Sections is extended to 90 days. The references to the 90 calendar day period is extended to 180 calendar days. Other than these time frame adjustments, no change to the Master Memorandum Sections is intended.

#### **Department of Public Welfare Compensatory Time**

Compensatory time awarded to Department of Public Welfare employees for working on scheduled holidays will not be pre-scheduled. Employees will be permitted

to use compensatory time within 45 days succeeding the designated holiday. If such scheduling is not possible, the scheduling period will be extended 45 days, regardless of the calendar year. The employees may select the day(s) on which they will use their compensatory time, provided they have given the Employer three weeks notice. The Employer will respect the requested selection time as long as it is not detrimental to the efficiency of the operation. Requests for such compensatory time which are submitted less than three weeks in advance may be approved at the sole discretion of the Employer.

If the employee makes no attempt to schedule the earned paid time off, or the Employer is not able to approve the date(s) requested by the employee within the 90-day period succeeding the holiday, the Employer, at its option, will either schedule the time off within the next 45 days, or compensate the employee at the employee's regular hourly rate of pay.

Available compensatory time may be used by the employee for an emergency.

### **Call Time**

Employees receiving call time assignments shall be credited from the time they begin work.

Employees in the Department of Conservation and Natural Resources when called in to fight forest fires shall be guaranteed two hours' work on a portal-to-portal basis.

### **Transportation Safety Committees**

In the Department of Transportation, a safety committee consisting of two meet-and-discuss unit employees per Engineering District and appropriate Union and Management representatives, shall meet in Central

Office quarterly to discuss specific safety policies, procedures and problem areas. Employees selected for this committee shall be entitled to administrative leave to attend these meetings, but shall be afforded no other benefit or privilege as a result of this selection. It shall be the responsibility of the Union to request the meetings, suggest alternative dates for it, and provide a list of meet-and-discuss unit representatives and a tentative agenda for discussion.

In addition, upon request of the Union, one meet-and-discuss unit employee in each county from the Department of Transportation shall be entitled to receive administrative leave for participation on the joint safety committee established within each Engineering District. No other benefit or privileges shall be afforded to the employee as a result of this selection. Any dispute arising from these committees shall be submitted to a committee comprised of a representative from the Office of Administration, AFSCME, and the Department.

### **Transportation Shotgun Riders**

The present policy on this subject in the Department of Transportation will continue in effect to insure the safety of all operations.

### **Safe Drinkable Water**

The Employer will provide safe drinkable water to work crews throughout the work year. The Employer will provide ice for the water from May 1st through October 31st of each work year. Each Game Commission work crew will be issued a five gallon water container for the crews use during the workday.

The Employer agrees to reimburse each crew foreman in the Department of Transportation and the Game Commission up to a maximum of \$1.75 per day during

the period from May 1st to October 31st for expenses incurred in providing ice for cooling and drinking water which they are required to provide to their crew members.

On or about October 1st each year, each foreman will submit a claim for this reimbursement. Reimbursement will be made as soon as practicable thereafter.

### **Safety Equipment**

The Employer shall not require employees to operate motorized equipment and/or take out on the streets, highways or Commonwealth owned property any vehicle, or piece of equipment that is not in safe operating condition, including, but not limited to equipment which is acknowledged as overweight or not equipped with the safety appliances prescribed by law. It shall not be a violation of this Memorandum or basis for discipline where employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because it is not mechanically sound or properly equipped, shall be appropriately tagged by an authorized individual so that it cannot be used by other operators until the maintenance department has adjusted the complaint. After such equipment is repaired, the Employer shall place on such equipment an "OK" in a conspicuous place so the driver can see the same.

### **Department of Transportation Dangerous Conditions**

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment. Employees will not be assigned to perform litter pick-up on the berms, ramps, or medial

strips of limited access highways during the rain.

The parties agree to include the following two side letters as binding additions to this Appendix:

1. 17 May 1988

Mr. Edward Keller  
Executive Director  
AFSCME Council 13  
4031 Executive Park Drive  
Harrisburg, PA 17111-1599

Dear Mr. Keller:

In the past, except for emergencies, many organizations have avoided the assignment of employees to major highways during periods when unusually high traffic volumes are anticipated.

In consideration of the safety of our employees, it is the intention of the Department to continue this policy. It will be applied on all four lane limited access highways on Fridays and the day before the holidays listed in Article 10 of the Master Agreement. In addition, it may be applied at other times and on other highways when specific local circumstances create an increased risk to employee safety. Department managers will be advised on this policy, and be expected to implement it in a manner which serves to protect the safety of our employees.

The implementation of this policy shall not be deemed to prohibit working employees off the traveled roadway on those designated, provided the work can be done safely; nor prohibit performing emergency operations at any time.

It is understood that alleged violations of this policy

are subject to the grievance and arbitration procedure of the Master Agreement.

Sincerely,

Howard Yerusalim, PE  
Secretary of Transportation

2. 17 May 1988

SUBJECT: Inclement Weather Assignments

TO: District Engineers  
Maintenance Managers

FROM: Howard Yerusalim, PE  
Secretary of Transportation

It has come to my attention that some organizations may be assigning employees to work activities during periods of inclement weather that, from a safety and operational standpoint, are not consistent with sound management practice.

During the periods of inclement weather, the safety of our employees and the traveling public must remain our primary concern. Therefore, when weather conditions of any type result in unacceptable visibility, except for emergencies, employees should be reassigned to other duties. Additionally, during periods of extreme temperatures, you should also take adequate precautions to safeguard the exposure of our employees. This may mean rotating assignments, providing extra breaks, or finding other means to ensure that the employees are adequately protected from the elements.

Aside from the safety aspects, there are also operational considerations. As you know, not every work activity can be performed properly in every type of weather condition. We are desirous of a quality product, produced in a safe work environment.

As a result, I do not expect that our employees will be directed to perform substandard work under unsafe work conditions.

### **Transportation Winter Scheduling**

The following shall be in effect in the Department of Transportation during the winter operations period November 1 through March 31 and applies only to Department of Transportation County Maintenance District employees engaged in winter operations:

- 1) The Department on a county by county basis will determine the type of scheduling which will best meet the county's winter operations needs. The Department agrees to meet and discuss on this issue with the local Union.
- 2) If dual shifts are deemed appropriate, the number of employees on each shift and the appropriate classifications shall be determined by the Department. Shift assignments shall be made in accordance with Recommendation 29 Section 11 of the Master Memorandum.
- 3) In recognition of the Department's need for scheduling flexibility during the winter operations period, the provisions of Recommendation 6, Sections 5 and 7 of the Master Memorandum relating to meet and discuss, posting and minimum time-off shall not apply. Schedule/shift changes may be effected by the Department giving oral or written notice of such change to the involved employee(s) prior to the end of the employee's(s') preceding work shift.



- 4) The portion of Recommendation 6, Section 5 relating to Monday through Friday scheduling continues to apply.
- 5) If schedule changes, except for snow removal reasons, become excessive for any individual or group of employees, the Department and the Union will meet and discuss on that issue. If unresolved, a grievance may be instituted directly to the Joint State Committee. The Joint State Committee decision will be deemed final, binding and determinative of any issue or issues raised.
- 6) Those counties that have historically used 3 shifts during the winter operation period may continue to do so, however, the provisions of Recommendation 6, Sections 5 and 7 shall be applicable. Other counties may schedule 3 shifts by local agreement.
- 7) Shifts shall not be rotated, unless otherwise agreed to at the local level.
- 8) Snow and ice patrols shall continue to be permitted subject to the provisions of Recommendation 6, Sections 5 and 7.

### **Transportation Winter Overtime**

The following shall be in effect for the Department of Transportation employees engaged in winter operations. It is understood that these provisions amend those in Recommendation 20, Section 5 of the Master Memorandum.

#### **A. Winter Overtime (November 1 through March 31)**

1. Stockpile Assignments - In September of each year, the Employer will determine the number and classification of employees to be assigned to each stockpile for winter assignment and post this information by September 30. Employees will then select, based upon classification, the stockpile to which they wish to be assigned. After stockpile

assignments have been made, employees may indicate their shift preference based upon Master Memorandum seniority. In making stockpile and shift assignments, preference shall be made on a seniority basis unless the Employer determines in any particular situation that the needs of the operation determine otherwise.

2. Stockpile Reassignments - During the winter season, if a vacancy on a crew occurs or the Employer determines that a change in foreman or classification is necessary, reassignments will be made using the procedure set forth above, unless a different procedure for accomplishing the reassignments is agreed to at the local level. It is understood, however, that the Employer may temporarily change stockpile assignments in order to satisfy its operational needs. Such temporary assignments will not be made to reduce available overtime opportunities for employees permanently assigned to a stockpile.

3. Voluntary Assignments. - Employees will indicate at the time of stockpile selection their willingness/unwillingness to accept voluntary overtime assignments. Those employees in the appropriate class and shift at the stockpile having previously stated a willingness to work overtime will be called first. However, an employee of another class may be used when:

1. the employee in the appropriate class would be entitled to double time;
  2. all employees in the appropriate class have been called;
  3. an immediate response is needed and an employee in the appropriate class at the stockpile is not immediately available;
  4. all employees in the appropriate class have already operated for 12 consecutive hours.
4. Mandatory Assignments
- a. In the event there are insufficient volunteers, overtime shall be assigned to the employee at the

stockpile in the appropriate classification and on the same shift with the least assigned overtime. All employees, including those who do not desire voluntary overtime, are expected to be available for mandatory or unscheduled overtime associated with general overtime call outs. An employee will be considered available if the Employer has been notified of the employee's whereabouts. (i.e. a telephone number where the employee can be reached.)

### **Department of Transportation Saturday Overtime**

With the exception of snow removal and sudden/unexpected situations, County Maintenance employees shall be notified of Saturday overtime by the end of their shift on Thursday. If such notice is not received, and the employee is subsequently unavailable or declines the overtime opportunity, the time shall not be credited as time worked for equalization purposes and the employee will not be disciplined for being unavailable. If the employee volunteers for an overtime opportunity for which he/she has not had proper notice (i.e. end of shift Thursday), the employee shall be paid double time for all Saturday overtime hours worked.

### **Crossing County Lines**

Employees of the Department of Transportation will be assigned to work within the county in which they are employed except, however, this will not apply to situations where employees have historically crossed county lines for purposes of, by way of example, emergencies, traveling to a turnaround point for snow removal, completing a work activity until an intersection or natural completion point is reached, where a specialized piece of equipment and operator is temporarily assigned to

another county, training purposes, or where geographic features have resulted in one county assuming responsibility for highways in another county. It is understood that normal maintenance operations shall not constitute an emergency.

### **Overtime Equalization Units Department of Transportation**

It is understood by the parties that attempts will be made to equalize overtime in the following manner:

1. Overtime Equalization Period
  - a. The Employer will be obligated to equalize overtime during each one-half calendar year between or among the employees within the same job classification and equalization unit who have previously stated in writing a willingness to accept voluntary overtime assignments.
  - b. For purposes of employees covered by this understanding, each one-half calendar year will be defined as the period from October through March and the period from April through September inclusive.
2. Overtime Equalization Units - Specialized Crews
  - a. Each of the following specialized crews will constitute individual and separate overtime equalization units, in each County, where they exist:
    - (a) Paving
    - (b) Surface Treatment
    - (c) Bridge
    - (d) Sign Maintenance
    - (e) Guide Rail
3. Overtime Equalization Units - Non-Specialized Crews
  - a. For those County Maintenance Organizations where the existing overtime equalization units

consist of each stockpile, or each stockpile and shift where multiple shifts exist, the following provisions shall apply. These same provisions shall also apply where the Local Union is willing to agree to equalization units consisting of each stockpile, or each stockpile and shift if multiple shifts are used.

1. Unavailability - Employees shall be considered unavailable if they decline an overtime offer; or, if they cannot be reached by phone and the Employer can verify through a first-level supervisor, bargaining unit employee, or some other agreed upon method that a call has been made. All unavailable time will be counted as time worked for equalization purposes. except for unavailable time not charged in accordance with the provisions of the Saturday Overtime Section of this Appendix.
2. Disqualification - Employees who decline more than four overtime opportunities in any equalization period shall forfeit their right to be equalized at the end of that equalization period. Declinations of Saturday overtime in accordance with the provisions of the Saturday Overtime Section of this Appendix shall not be counted for this purpose.
3. Equalization Obligation - Employees will be considered equalized if their total number of overtime hours credited within any equalization period, is within 12 hours of the employee in their classification and equalization unit with the highest number of overtime hours credited during that period.
- b. Unless modified by a local agreement, for those County Maintenance Organizations not covered

by item 3a above, the appropriate equalization units will consist of each individual Assistant County Manager, with each Highway Equipment Manager being considered as a separate unit for all employees directly under his supervision. For employees in these equalization units, the following shall apply.

1. Unavailability - Employees who are on sick leave the day before a scheduled day(s) off and who decline an overtime call out on the scheduled day(s) off for reasons of illness, will not be charged with an overtime declination nor have overtime hours credited for equalization purposes.

Employees who are on sick, annual, or personal leave and cannot be reached for an overtime call out shall not be considered unavailable and have the time credited for equalization purposes unless the absence extends beyond 5 calendar days from the last day of work. If the absence extends beyond 5 days, the employee shall be credited for equalization purposes with the average amount of overtime worked/credited by employees in the same classification and equalization unit during the entire period of absence.

Employees shall be considered unavailable if they decline an overtime offer; or, if they cannot be reached by phone and the Employer can verify through a first-level supervisor, bargaining unit employee, or some other agreed upon method that a call has been made. All unavailable time will be counted as time worked for equalization purposes, except for unavailable time not charged in accordance with the provi-

sions of the Saturday Overtime Section of this Appendix.

2. Equalization Obligation - Except as modified in Section 3(b) 1 above, overtime opportunities shall be equalized in accordance with the terms and conditions of Recommendation 20, Section 6.

### **Call Outs**

Employees called out to work outside the hours of their assigned shift will be covered by Workers' Compensation Insurance while driving to and from their reporting site in accordance with the provisions of the Pennsylvania Workers' Compensation law.

### **Department of Transportation Standby Time**

It is expressly understood and agreed between the parties that employees are expected to be available for mandatory overtime assignments when a need for overtime arises and insufficient volunteers are available. However, without prejudice to the above, and at the sole discretion of the Employer, those employees who are required to be available for mandatory overtime assignments on Thanksgiving Day, the day after Thanksgiving, December 24th, December 25th, December 31st, January 1st the Martin Luther King Day Holiday and, the President's Day Holiday will be placed on standby time to assure their availability for duty.

Standby time assignments will be for a minimum of one full shift. Employees placed on standby time will be notified of the assignment prior to the end of their last scheduled shift before the commencement of the standby time assignment.

If the Employer determines that standby time will be used on any or all of the aforementioned days, employees

will be selected for mandatory standby time assignments based on their classification seniority, beginning with the most senior employee. Subsequent standby time assignments will be rotated among remaining appropriately classified employees in the equalization unit, according to their Master Memorandum Seniority, beginning with the most senior employee with the least number of standby time assignments during the calendar year.

Employees placed on standby time on any of the days designated above, are prohibited from consuming any alcohol whatsoever during the period they are in standby status. Designated standby employees are required to be available for duty in accordance with Recommendation 23 (Standby Time) of the Master Memorandum, and all provisions of Recommendation 23 shall continue to be applicable to employees placed on standby time pursuant to this Section.

An employee not placed on standby time on one of the days identified above, shall not be charged with time worked for equalization purposes if he/she is unavailable for an overtime assignment on one of the designated days. Employees will be entitled to double time for all overtime hours worked when they are required to work on one of the designated standby days, but have not been placed on standby time. Employees who cannot be reached for an overtime assignment on one of designated standby days, will not be subject to discipline for being unavailable if they were not placed on standby time.

### **Department of Transportation Meal Expenses**

Employees who are required by the Employer to travel outside their assigned County, and at least 15 miles from their normal work site, shall be reimbursed for out of pocket lunch expenses not to exceed \$3.50 including



sales tax, provided that the Employer has required them to remain away from their normal work site during their lunch period.

For Department of Transportation employees covered by this Appendix, Recommendation 8, Section 2, of the Master Memorandum shall be modified as follows:

If employees are required to work more than two hours beyond their regular shift, they will be allowed a meal period at the end of the initial two hour shift or sooner. In addition, employees will be allowed a meal period for each four hours worked beyond each meal period. If employees work more than two hours after their scheduled quitting time and have not had notice of such work requirement at least two hours before commencement of their regular shift, the Employer shall compensate the employees for a meal in amounts actually expended not to exceed \$8.00.

If employees are unable to take their overtime meal period prior to the completion of their work assignment, the Employer shall compensate the employees for the purchase of a meal after the shift, in an amount actually expended not to exceed \$8.00.

Employees shall not be required to indicate time off for meal periods not taken on their daily time records.

The meal reimbursement allowances authorized by this provision shall be granted without requiring receipts or other accounting, however, they are not flat allowances, and only amounts actually expended may be claimed.

### **Department of Public Welfare Meal Expenses**

Department of Public Welfare Employees who are required by the Employer to travel at least 15 miles from their normal work site, shall be reimbursed for out of pocket lunch expenses not to exceed \$3.50, including

sales tax, provided that the Employer has required them to remain away from their normal work site during their lunch period.

### **Game Commission Meal Expenses**

Employees who are required by the Employer to travel at least 15 miles outside their assigned county, shall be reimbursed for out of pocket lunch expenses not to exceed \$3.50, including sales tax, provided that the Employer has required them to remain away from their normal work site during their lunch period.

### **DCNR Meal Expenses**

A Department of Conservation and Natural Resources Forest Fire Specialist Supervisor or Forest Maintenance Supervisor who is required by the employer to travel 15 miles or more from the employee's work-site and whose work assignment requires that the employee remain away from said office work-site during employee's normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50 including sales tax. If the employee is required to travel 15 miles or more to a construction work-site, the employee shall be granted lunch expenses not to exceed \$3.50 including sales tax; provided, however, the construction work-site must be 15 miles from the employee's home.

The allowance for subsistence require no receipts or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

### **Game Commission Portable Radios**

Each employee in the Game Commission will be provided with a portable radio when assigned to work alone. It is expressly understood and agreed between the parties that the Game Commission shall implement this

provision prior to July 1, 1994. During the implementation period the Game Commission will assign employees to work with other employees wherever possible.

### **Contracting of New Highway Construction and Reconstruction**

It is expressly understood and agreed between the parties, except as otherwise agreed in writing, that the provisions of Recommendation 44 do not apply to new construction or reconstruction contracts (as specifically agreed and defined by the parties). This provision shall not be construed to exempt work performed by other supervisory units (other than Maintenance and Trades) from the provisions of Recommendation 44.

### **Fish and Boat Commission Meal Expenses**

Employees of the Fish and Boat Commission's Division of Construction and Maintenance Services, who are required by the Employer to travel at least 15 miles from their headquarters, as measured by the shortest regularly traveled route, and whose work assignment requires that they remain away from their headquarters during their normal lunch period; shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50, including sales tax.

### **Department of Transportation**

#### **Tunnel Maintainer II's and Electrician Foreman**

This Section shall apply to all supervisory unit Tunnel Maintainer II's and Electrician Foremen employed by the Department of Transportation in the Fort Pitt, Squirrel Hill, and Liberty Tunnels.

1. The Employer will give due consideration to the safety of employees when scheduling tunnel maintenance operations, especially during periods of higher than normal

traffic volume generated by sports or entertainment events.

2. The Employer agrees to meet and discuss with the local Union on safety concerns related to tunnel operations on an as needed basis. Any agreements reached as a result of the referenced meet and discuss sessions will be incorporated into this Section.

3. When an Electrician is assigned to perform monitoring duties in the Liberty Fan House, he/she will not be removed and replaced by a foreman in non-emergency situations.

4. In non-routine circumstances, an additional employee may be assigned to work with the primary Electrician for the purpose of providing necessary assistance. In the event no additional Electricians are on-duty and available to provide back-up assistance, a Tunnel Maintainer may be assigned to provide back-up assistance, and to assist in the performance of any associated non-electrical work. Or alternatively, an additional employee will be instructed to check-in with the assigned Electrician on a regular basis throughout the course of the assignment.

5. All continuous re-lamping operations will be performed with three assigned Electricians, subject to the availability of the required staff. When the required number of Electricians are not available, the Employer will secure the additional staff.

6. In conjunction with special events, holiday periods, or other periods of significantly higher traffic volume, the employer will continue to give due regard to the safety of employees and the motoring public when making work assignments.

When work must be performed during periods of significantly higher traffic volume, the Employer will take all precautionary measures required by DOT publication 203. Foremen assigned to work during periods of significantly higher traffic, shall have the discretionary

authority to make appropriate work-zone adjustments to protect the safety of employees.

7. During periods of severely inclement weather, or periods when special events are generating significantly higher traffic volume, assigned Tunnel Maintainer IIs shall have the discretion to call-out or hold-over a rank & file Tunnel Maintainer, provided the Tunnel Maintainer II first attempts to contact Tunnel Management.

In the event the Tunnel Maintainer II is unable to reach Tunnel Management, and a determination has been made that additional staff are required, the Tunnel Maintainer II will notify Tunnel Management as soon as possible and explain the rationale for his/her decision. This provision is not intended to imply that Department of Transportation Management has abrogated the right to scrutinize the decisions made by the Tunnel Maintainer II's on a case-by-case basis or to take appropriate corrective action to address problems.

8. The Employer will periodically provide for the monitoring of the air quality in the tunnels, or install a functional air quality monitoring systems at the various tunnel work-sites. In the event a problem with the work-environment air quality is discovered, the Employer will notify assigned employees and immediately undertake appropriate corrective measures consistent with the magnitude of the problem identified.

9. The Employer shall make available, without charge to the employees, all appropriate medical tests necessary to ensure the health of employees is not inordinately adversely affected by any toxins or contaminants which may be inherent in the tunnel work-environment. The Employer will meet and discuss with the local Union regarding the specific medical tests to be offered.

In the event any such work-environment related health problems are identified, the Employer will imme-

diately develop and implement a program of annual retesting of affected employees to ensure that any problems identified are not unduly exacerbated.

10. Notwithstanding unavoidable operational constraints, the Employer will cooperate with Union initiated arrangements for independent environmental testing of the tunnel work-sites.

11. Tunnel Maintainers and Tunnel Electricians required to work through their meal periods will be treated as 40 hour per week employees for the purposes of earning pay and benefits.

### **Corrections Rest Periods**

Individual employees of the Department of Corrections who are in classifications covered by the Maintenance and Trades Supervisory Unit will either receive rest periods provided in Recommendation 7, Rest Periods of the Master Memorandum or receive a monthly payment as compensation in lieu of rest periods. The decision to provide rest periods or compensation in lieu of rest periods shall be reserved exclusively to the Employer, and the Employer may exercise its option on this matter on a month-to-month basis.

Where the Employer determines that compensation in lieu of rest periods will be provided, the following shall apply:

1. Designated employees will be compensated as follows:

Employees in Pay Range 4 and below .....

.....\$ 91.25 per month

Employees in Pay Range 5 .....

.....\$100.12 per month

Employees in Pay Range 6 and above .....

.....\$108.96 per month

2. The amounts in 1 above shall be proportionately reduced for any employee not in compensable status for

the entire month.

3. Where possible, the monthly amounts will be paid by the end of the third full week of each month following the month such monies were earned.

4. The provisions of Recommendation 7, Rest Periods; Recommendation 20, Overtime, Sections 3(c) and 6; and any other reference to rest periods in the Master Memorandum, including the appendices thereto shall not be applicable in any month in which an employee receives compensation in lieu of rest periods.

### **Stress Impact Pay**

A Lump sum stress impact payment of \$17.50 per quarter will be paid to each Department of Corrections, Department of Education or Department of Probation and Parole full time Maintenance and Trades Supervisory Unit employee covered by this Appendix who works solely inside the perimeter of a correctional institution and who is in compensable status as of the first day of the quarter, when in the preceeding quarter, the entire system, Department of Public Welfare and Corrections, exceeds 110% of rated capacity.

Institutions of the Department of Corrections which open on or after July 1, 1992, will not be included in the calculation to determine whether or not the entire system, Department of Public Welfare and Corrections, exceeds 110% of rated capacity until the new institution, itself, exceeds 110% of rated capacity.

Employees employed at institutions of the Department of Corrections which open on or after July 1, 1992 will not be eligible for stress impact payments until the institution in which they work exceeds 100% of rated capacity on the first day of the calendar quarter.

Effective July 1, 1997, the quarterly stress impact payment is eliminated.

### **Corrections - Meal Periods as Hours Worked**

The practice at certain institutions in the Department of Corrections of including meal periods within an employee's eight hours of work shall continue for those employees so scheduled but shall not be extended to other employees not so scheduled, nor to employees who enter Commonwealth service after the effective date of this Memorandum.

### **Meals at Corrections Institutions**

Employees working at State Correctional Institutions shall continue to be provided with a free meal during their shift where such practice exists on the effective date of this Memorandum. The Employer shall attempt to insure that such meals are nutritious and varied. Representatives of the Employer and the Union shall meet and discuss on this subject on a regular basis at the agency level in Corrections.





## **APPENDIX H**

### **CLERICAL, ADMINISTRATIVE, AND FISCAL SUPERVISORY UNIT**

#### **Notification of Absence**

In the event that illness or any other situation requires the employee's absence from scheduled work, the employee will notify the immediate supervisor or any other individual designated by the Employer of the impending absence. If the immediate supervisor or designated individual is unavailable, notification to any available supervisor at the work site will suffice. This notification shall take place within the time period established at the local and/or agency level and receipt of such notice shall not imply approval of the leave requested.

#### **Cash Responsibility**

Any employee handling cash shall be held responsible for any shortage (cash or cash equivalent) provided:

1. Each employee is given an individual cash drawer or its equivalent and is the only employee empowered to add or remove cash from said drawer or its equivalent.
2. The key with which to lock the cash drawer or its equivalent is made available to the employee for use when the cash drawer or its equivalent is unattended.
3. Each employee is given the opportunity to count the cash at the beginning and close of the shift.

#### **Meal Expenses**

Employees who are required by the Employer to travel at least 15 miles from their normal work site as measured by the shortest regularly traveled route and whose work assignment requires that they remain away from said normal work site during their normal lunch period shall

be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50, including sales tax. These allowances for subsistence require no receipts or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

### **Labor-Management Committees**

Labor-management committees at the agency level shall meet at the request of either party at mutually convenient times. Labor-management meetings at the local level shall continue on their present schedule. The Employer will provide a timely response to the Union with regard to the recommendations discussed during the meeting. After consideration of the Union's recommendations, the Employer will also implement whatever action it deems appropriate, if any.

### **Emergency First-Aid Services**

The Employer shall, upon request of the Union, meet and discuss concerning the providing of emergency first-aid services, first-aid kits, first-aid training and ambulance services at various work sites. As supplies from Employer-provided first-aid kits are exhausted, replenishment from available stock shall be made within a reasonable period of time, upon request of the Union.

### **Job Postings and Promotions**

While not required by Recommendation No. 29, Section 4 of the Memorandum of Understanding, many Commonwealth agencies post a brief job description of the vacant position when complying with the Section 4 posting requirement. If such a description is included on the posting, the Employer shall attempt to avoid the use of overly technical jargon in describing the duties to be performed.

In instances where questions arise regarding the Employer's action in (1) promoting employees within the Clerical, Administrative and Fiscal Supervisory Unit under the procedures specified in Sections 5 and 6 of Recommendation No. 29 of the Memorandum of Understanding, or (2) working employees out of classification within the Clerical, Administrative and Fiscal Supervisory Unit under the provisions of Recommendation No. 27, Section 2 of the Memorandum of Understanding, the Employer, upon written request from the appropriate Local Union President or designee, shall provide the names of the persons promoted or working out of class.

### **Personnel Files**

The Employer agrees to meet and discuss at the request of the Union at the agency level concerning procedures by which personnel files will be available for inspection by employees as provided in Section 8 of Recommendation No. 35.

### **Video Display Terminals**

Upon request of the Union, health and safety issues concerning the operation of current VDT equipment/furniture will be addressed through the local meet and discuss process.

The Employer will give preference to ergonomics when economically practical in purchasing future and/or updating current VDT equipment/furniture. Upon request, the Employer agrees to meet and discuss with the Union at the local level to review and assess VDT equipment/furniture purchasing issues. Any purchasing decisions will be made by the Employer in accordance with Recommendation 2, Sections 1 and 2.

### **Stress Impact Payment**

Lump sum stress impact payment of \$17.50 per quarter to be paid each Department of Corrections, Department of Education or Department of Probation and Parole full time CAF supervisory unit employee covered by this Appendix who works solely inside the perimeter of a correctional institution and, who is in compensable status as of the first day of the quarter, when in the proceeding quarter, the entire system, Department of Public Welfare and Corrections, exceeds 110% of rated capacity.

Institutions of the Department of Corrections which open on or after July 1, 1992, will not be included in the calculation to determine whether or not the entire system, Department of Public Welfare and Corrections exceeds 110% of rated capacity until the new institution, itself, exceeds 110% of rated capacity.

Employees employed at institutions of the Department of Corrections which open on or after July 1, 1992 will not be eligible for stress impact payment until the institution in which they work exceeds 100% of rated capacity on the first day of the calendar quarter.

Effective July 1, 1997, the quarterly stress impact payment is eliminated.

## **APPENDIX I**

### **HUMAN SERVICES SUPERVISORY UNIT**

#### **Hours of Work**

Irregular scheduling is permitted only in an activity where historically such scheduling has been done on a regular or seasonal basis. Problems of irregular scheduling may be submitted to local labor-management committees for possible resolution.

Full-time employees engaged in seven-day operations who are scheduled to work and do work more than eight consecutive days or more than two consecutive weekends shall be paid at 1/4 time the employee's regular hourly rate of pay for hours worked on the ninth and subsequent consecutive scheduled days or on the third and subsequent consecutive weekends. An employee will be considered to have worked a weekend if at least one-half of a shift is scheduled and worked in the period from 6 a.m. Saturday to 6 a.m. Monday. Scheduled days off which are worked or not worked shall be considered days off in the computation of the eight consecutive days and more than two consecutive weekends referred to in this section. If an employee is eligible concurrently for overtime premium under the Master Memorandum, the employee shall be paid at the higher appropriate rate.

Local scheduling agreements presently in existence or those agreed to in the future between the Employer and the Union will supersede the requirements of this section.

There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Memorandum for the same hours worked.

This section shall not apply to employees who are covered by the provisions of Recommendation No. 33, Special and Part-Time Employees of the Master Memorandum.

## **Holidays**

An employee who is scheduled to work on a holiday and is absent for an unauthorized reason on that day shall not be eligible to receive the holiday, holiday pay, or compensatory time off.

In those Mental Retardation Centers of the Department of Public Welfare where the policy of bunching the four minor holidays now exists and in those Mental Retardation Centers where the policy of bunching is implemented in the future, the administration of each institution will meet and discuss with the Union prior to the scheduling of such holidays.

The compensatory time awarded employees of the Department of Public Welfare, Department of Military Affairs and Department of Labor and Industry for working the scheduled holidays shall not be pre-scheduled, but the employees will be permitted to use the compensatory time within 45 days succeeding the designated holiday. If such scheduling is not possible, the scheduling period shall be extended 45 days, regardless of calendar year. The employees may select the day on which they shall utilize their compensatory time provided they have given the Employer three weeks notice and the Employer will respect the requested selection time as long as it is not detrimental to the efficiency of the operation. Requests for such compensatory time which are submitted less than three weeks in advance may be approved at the sole discretion of the Employer.

If the employee makes no attempt to schedule the earned paid time off or the Employer is not able to approve the date(s) requested by the employee within the 90-day period succeeding the holiday, the Employer, at its option, will either schedule the time off within the next 45 days or compensate the employee at the employee's regular hourly rate of pay.

Available compensatory time may be used by the employee for an emergency.

### **Overtime**

For the purpose of assigning overtime within a classification, there shall be seven units of employees as follows unless there are local agreements on other applicable units:

1. Dietary - each kitchen with its adjoining dining room(s).
2. Housekeeping - the housekeeping unit at each institution.
3. Laundry - each individual laundry complex.
4. Clinical Unit - clinical employees under the direction of first-level management except where the local Union and Management agree through meet and discuss to some other method.
5. Vocational Adjustment - a unit at each institution except where the local Union and Management agree through meet and discuss to some other method.
6. Therapeutic Recreation - a unit at each institution except where the local Union and Management agree through meet and discuss to some other method.
7. Occupational Therapeutic - a unit at each institution except where the local Union and Management agree through meet and discuss to some other method.

The above, where applicable, relates to the Departments of Education, Health, Military Affairs and Labor and Industry.

### **Scheduling Leave**

Because of the nature of the operational requirements which effect the scheduling of paid time off for employees of this meet and discuss unit, the parties agree that it is necessary to clearly define the priorities by which such leave shall be scheduled.

It is therefore agreed that within the scheduling unit,



the first priority shall be given to vacation requests submitted during the annual selection period in accordance with Recommendation No. 13, Section 3.

When an employee submits a request for leave during the selection period and the Employer becomes aware prior to the end of the selection period that the leave request cannot be approved, the employee, at that time, will be notified of the disapproval so another selection may be made.

It is further agreed that after the "master" vacation schedule is approved and posted, should there be days remaining on which operational requirements would permit the granting of additional time off, or should other days become available as a result of vacation cancellations, the following scheduling method will be employed:

- a) Requests for personal, holiday, compensatory leave and/or annual leave not scheduled during the selection period will be acted upon by Management as received (with equal priority) and scheduled on a "first-come, first-served" basis except as provided in Recommendation No. 11, Section 6 of the Master Memorandum. In the event that more requests are received on the same day than can be approved, the employee with the greatest total years of service with the Employer shall be given a choice of leave.
- b) Requests for emergency paid leave will be entertained at any time with the understanding that the employee may be required to substantiate the emergency nature of the request and that further, it may be necessary to reschedule requests of other employees to accommodate the emergency.

This section shall not supersede or replace local resolutions existing or developed provided such resolutions are compatible with the provisions of the Master

### **Memorandum.**

Upon request of the Union, the local institution personnel officer and/or designee shall meet and discuss with the Union Local President and/or designee on an as needed basis to review issues/problems encountered by employees in the scheduling of annual/personal leave. Unresolved issues/problems are appropriate for agency-level discussions conducted pursuant to Recommendation No. 35, Section 6.

### **Work Assignments**

If the Employer assigns employees on a temporary basis to a job assignment other than their regular job assignment, but within their job specification, such temporary assignment shall be rotated on a non-discriminatory basis, where the efficient operation of the institution is not affected, among persons within the job classification at the work location.

Where employees are assigned housekeeping duties or duties out of classification or out of their normal work area and are held responsible or liable for their regular duties, and are disciplined for failure to properly perform their regular duties, such employee may appeal through the grievance procedure contained in the Master Memorandum, to determine if there was just cause for the disciplinary action. If an employee's failure to perform their regular duties is totally due to their obligation to perform these other duties or assignments, that failure will not constitute just cause for discipline.

### **Meal Expenses**

When the employee is required to take patients/residents/ inmates out of the institution or to shop off grounds for the patient/resident/inmate over a meal period, the employee will be provided with a meal similar to

that provided the patients/ residents/inmates, or will be compensated for a meal in the amount not to exceed \$7.75, including sales tax. In addition, the employee shall be compensated for the money expended on a meal for the patient/resident/inmate. These allowances for subsistence require no receipt or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed. Upon request, an employee shall be entitled to reasonable cash advancements to offset expenses incurred in the transportation of patients/residents/inmates as provided for above. However, the employee must submit a travel expense voucher after-the-fact with the appropriate receipts attached to account for all cash advancements.

### **Labor-Management Committees**

Labor-management committees at the agency level shall meet at the request of either party at mutually convenient times. Labor-management meetings at the local level shall continue on their present schedule.

Agencies will furnish each institution with a copy of a summary of any statewide meetings.

### **Directives**

The Employer will provide Council 13 with a copy of all agency directives pertaining to conditions of employment for employees in this unit.

The Employer shall also provide the Local President at the respective institution with a copy of institutional directives pertaining to conditions of employment for employees in this unit.

### **Staff-Patient Ratio Safety**

Although ultimate determination of staff/patient ratios is the prerogative of the Employer, it is agreed that a

labor/management committee shall be established at the local level to meet and discuss over Union concerns/recommendations regarding staffing issues.

Appropriate areas of discussion for the local labor/management committee shall include but are not limited to policies and programs of the Employer that affect the safety of unit employees.

Recommendations the Union may make in regard to staffing that would not result in increasing existing complement or increased costs to the Employer shall not be unreasonably denied.

If job assignments are deemed by the Union to be jeopardizing the safety of employees, the Union, at that time, may invoke the grievance procedure.

The appropriate forum for resolving disputes arising under this section that are not individual/group safety grievances shall be an agency-level meet and discuss session.

### **Cash Responsibility**

Any employee handling cash shall be held responsible for any shortages (cash or cash equivalent) provided:

- 1) Each employee is given an individual cash drawer or its equivalent and is the only employee empowered to add or remove cash from said drawer or its equivalent.
- 2) The key with which to lock the cash drawer or its equivalent is made available to the employee for use when the cash drawer or its equivalent is unattended.
- 3) Each employee is given the opportunity to count the cash at the beginning and close of the shift.

### **Miscellaneous**

Where the local Union and Management reach a written resolution to a local problem, such resolution will

remain in effect until either party indicates to the other in writing its wish to modify or cease the practice. The parties may then meet and discuss to attempt to resolve the matter. Any resolution must be compatible with the provisions of the Memorandum. The expiration date of a written resolution may be a date other than the expiration date of the Master Memorandum.

### **Corrections Rest Periods**

Individual employees of the Department of Correction who are in classifications covered by the Human Services Supervisory Unit will either receive rest periods as provided in Recommendation 7, Rest Periods of the Master Memorandum or receive a monthly payment as compensation in lieu of rest periods. The decision to provide rest periods or compensation in lieu of rest periods shall be reserved exclusively to the Employer and the Employer may exercise its option on this matter on a month-to-month basis.

Where the Employer determines that rest periods will be provided, all applicable provisions of the Master Memorandum will apply.

Where the Employer determines that compensation in lieu of rest periods will be provided, the following shall apply:

1. Designated employees will be compensated as follows:

Employees in Pay Range 4 and below

\$ 91.25 per month

Employees in Pay Range 5

\$100.12 per month

Employees in Pay Range 6 and above

\$108.96 per month

2. The amounts in 1 above shall be proportionately reduced for any employee not in compensable status

for the entire month.

3. Where possible, the monthly amounts will be paid by the end of the third full week of each month following the month such monies were earned.
4. The provisions of Recommendation 7, Rest Periods; Recommendation 20, Overtime, Sections 3(c) and 6; and any other reference to rest periods in the Master Memorandum, including the appendices thereto shall not be applicable in any month in which an employee receives compensation in lieu of rest periods.

### **Employer Required Tests, X-Rays and Medical Examinations**

The Employer shall provide without charge to the employee all tests, x-rays and medical examinations required by the Employer. These tests, x-rays and examinations shall be scheduled on an employee's regular scheduled work day where possible and where not possible, such time will be considered hours worked.

All information pertaining to the above, including test results, shall be treated in a confidential manner and disseminated in accordance with established regulations.

### **Behavior Anticipation and Patient Control**

Upon request by the Union, a joint labor-management committee shall be established in Corrections, Military Affairs, Labor and Industry and individual program offices, i.e. OMR, OMH, OCYF within DPW to meet and discuss concerning the training needs for employees who deal directly with inmates/patients/residents in inmate/patient/resident behavior anticipation and patient control. Such discussions will specifically include issues relating to training requirements, the types of training and techniques utilized to train staff, the frequency of training to be provided, and the compensation

for any Human Services Supervisory unit employees who are directed to conduct the training. The Union will provide a proposed agenda to the designated Employer representative at least two (2) weeks in advance of the scheduled meeting date.

Employees who deal directly with patients/residents /clients who are known to act out shall be so advised by the Employer, where the Employer determines that such knowledge is necessary for the employee's safety.

### **Prevention and Treatment of Communicable Diseases**

Within 48 hours, the Employer shall notify employees of institutions about patients/residents/inmates with whom they might have contact who have been diagnosed as having or who may reasonably be suspected of having a communicable disease or illness. Reasonable and appropriate preventive measures and treatment techniques shall be implemented. For the purpose of this Recommendation the Union agrees that the current Pennsylvania Department of Health Regulations, Annex A, Title 28, HEALTH AND SAFETY, CHAPTER 27, COMMUNICABLE AND NON-COMMUNICABLE DISEASES, shall apply for the purpose of identifying such diseases. The requirements of this paragraph, as they relate to patients/residents/inmates carrying the human immunodeficiency virus (HIV), will be implemented in accordance with the provisions of Act 1990-148.

Pursuant to existing Commonwealth policy, employees who provide direct patient care will be considered to be "individual health care providers" for purposes of implementing the provisions of Act 1990-148 and M.D. 505.26, AIDS and HIV Infection in the Workplace.

Hepatitis B vaccinations will be made available to employees whose work responsibilities place them at a potentially high risk of acquiring Hepatitis B.

Identification of "potentially high risk" employees will be made in accordance with the guidelines from the Centers for Disease Control. Other employees may individually request the vaccine, in which case the respective facility Infection Control Coordinator will review the request and, within ten (10) working days of the request, notify the employee whether the vaccine will be provided. The criteria used for review by the Coordinator will be whether the specific job duties of the involved employee have placed them at a potentially high risk of acquiring Hepatitis B. The Coordinator's decision may be grieved but will not be overturned unless found to have been arbitrary or capricious.

Grievances arising under this section may be submitted directly to the Joint Area Committee of the grievance procedure.

Issues related to the prevention and treatment of communicable diseases are appropriate subjects for the agency-level health and safety committees established pursuant to Recommendation No. 40, Section 2.

### **Transportation**

The Employer agrees within 30 days of the effective date of this Memorandum to meet and discuss with the Union concerning the development or review of existing policies covering the transportation of residents/clients/patients. The purpose of this meeting is to provide the Union an opportunity to give input into the development of the policy. If a dispute arises during the course of these discussions which impacts on the health and safety of employees, then those issues may be submitted by the Union for review to a committee comprised of Council 13, the Agency and Office of Administration.

If concurrence of the policy has not occurred at the committee level, then the Union may invoke the griev-



ance procedure once the policy is implemented.

The parties recognize that some employees may be assigned duties that will require possession of a Commercial Driver's License (CDL). The Employer will provide training, if necessary, to assist employees in obtaining a CDL when possession of such license is required to allow the employee to carry out their assigned duties.

### **Career Development - Joint Committee**

A labor/management committee shall be established at the agency level to meet and discuss concerning career ladders for employees in the Human Services Supervisory Unit.

The purpose of this committee is to provide the Union an opportunity to give input into the development of policies dealing with career ladders. Due consideration shall be given to all meaningful suggestions made by the Union.

### **Stress Impact Payment**

Lump sum stress impact payment of \$17.50 per quarter to be paid each Department of Corrections, Department of Education or Department of Probation and Parole full time Human Services Supervisory unit employee covered by this Appendix, who works solely inside the perimeter of a correctional institution and who is in compensable status as of the first day of the quarter, when in the proceeding quarter, the entire system, Department of Public Welfare and Corrections, exceeds 110% of rated capacity.

Institutions of the Department of Corrections which open on or after July 1, 1992, will not be included in the calculation to determine whether or not the entire system, Department of Public Welfare and Corrections, exceeds 110% of rated capacity until the new institution,

itself, exceeds 110% of rated capacity.

Employees employed at institutions of the Department of Corrections which open on or after July 1, 1992 will not be eligible for stress impact payment until the institution in which they work exceeds 100% of rated capacity on the first day of the calendar quarter.

Effective July 1, 1997, the quarterly stress impact payment is eliminated.

## **Overtime - Public Welfare**

### **Section 1. Voluntary Overtime**

The Employer will attempt to equalize overtime during each one-half calendar year between or among the employees within the same job classification within each equalization unit who have previously stated in writing a willingness to accept overtime assignments. When the need for overtime occurs, the Employer shall first seek to obtain volunteers for the performance of the overtime work among those employees who have stated a willingness to work overtime. For an employee to be considered for voluntary overtime, the employee must submit a written statement of willingness to work such overtime prior to the beginning of the equalization period. An employee who does not submit such statement shall be considered equalized for the period regardless of voluntary overtime opportunities offered or worked. An employee who withdraws the written statement of willingness to work overtime after the beginning of the six-month equalization period shall be considered equalized at the end of the equalization period. An employee who enters an equalization unit after the beginning of the equalization period shall notify the Employer, in writing, of willingness or unwillingness to work voluntary overtime. Should the employee indicate that the employee is willing to work voluntary overtime, the employee shall be credit-

ed for equalization purposes, with an amount of overtime equal to the maximum amount of worked and credited overtime held by an employee in the same classification in the equalization unit on the date of notification. Should an employee indicate an unwillingness to work voluntary overtime or fail to notify the Employer of a choice in writing, the employee shall be considered equalized during the period in question.

An employee declining overtime shall be credited with the overtime worked by the employee accepting the overtime for equalization purposes. Employees may be passed over in order to comply with the equalization requirements. For the purposes of voluntary overtime equalization, an employee who is not available for an overtime opportunity shall be credited with the amount of overtime worked during the period of non-availability. Employees shall be considered unavailable if they are on an unpaid or paid leave status (not including holidays) or if they are not able to be reached by telephone. Employees who are not available because they are working for the Employer during the period in which the overtime opportunity occurs shall not be credited with the overtime worked during that period.

Employees who work a voluntary overtime assignment will not be mandated to work overtime for a period of 48 hours except in the case of an emergency. For the purpose of this section, the 48-hour period shall commence at the end of the voluntary overtime assignment.

Volunteers shall not impose conditions on their voluntary assignment. Employees working overtime shall be assigned where the Employer determines the overtime need exists.

Lists showing accumulations of voluntary overtime within each equalization unit during the preceding six-month period shall be posted every six months. Such

lists shall include only those employees who have stated in writing their willingness to work voluntary overtime. Employees who rescind their statement of willingness to work voluntary overtime during the equalization period shall be considered equalized for the equalization period. Employees on voluntary equalization lists who refuse offers of voluntary overtime assignments on five consecutive occasions during the equalization period shall be removed from voluntary overtime status and shall be considered equalized for that period.

Lists showing accumulations of overtime within each equalization unit shall be posted at a Central location within each building at each institution on a monthly basis. It is understood these lists are for informational purposes only and shall not be the basis for filing a grievance concerning overtime equalization.

The local institution personnel officer and/or designee shall meet with the local Union officer and designee on a regular basis to review these lists in an attempt to ensure opportunities for overtime are being equalized. The frequency of the meetings shall be determined in local level labor management discussions.

At those facilities where disputes arise regarding whether employees have been contacted for appropriate overtime opportunities, the personnel officer and/or designee shall meet with the local Union officer and designee to attempt to agree on a method or methods of verifying that employees are contacted for appropriate overtime opportunities.

## **Section 2. Mandatory Overtime**

In the event there is an insufficient number of volunteers, the Employer shall have the right to assign overtime work on a non-volunteer basis within classification only. Such mandatory overtime shall be assigned in the

following manner:

a. The Employer shall maintain a list, in classification seniority order, of all employees (including those who have expressed a willingness to accept overtime assignments) in the same job classification within each equalization unit. Mandatory overtime shall be assigned to the least senior employee on said list who has not had a mandatory overtime assignment. Once an employee has been assigned overtime on a mandatory basis, such employee shall not be assigned mandatory overtime until all employees above that employee on the list have either been excused by the Employer or have been assigned mandatory overtime regardless of the number of hours worked or the length of time between mandatory overtime assignments. Such mandatory lists shall be posted for employee information at an appropriate location within the equalization unit.

b. Once each employee whose name appears on the list provided for in a above has been assigned mandatory overtime, the process shall repeat itself.

c. There shall be no requirement to equalize overtime which is assigned on a mandatory basis. Mandatory overtime assignments shall not be included in the hours which the Employer is required to equalize in accordance with the provisions of Section 1 above.

d. In the event an employee cannot be reached to be informed of the mandatory overtime assignment, the Employer has the right to assign such mandatory overtime to the next employee on the list. However, when the next mandatory overtime assignment occurs, the Employer shall assign such mandatory overtime to the employee(s) previously passed over.

e. In the event a mandatory assignment is made and the employee who has been mandated to work requests to be excused, the Employer will make a determination

whether the request is approved or disapproved. If the excuse is accepted, the Employer will mandate the next employe on the list. However, when the next mandatory assignment occurs, the Employer shall assign the employe previously excused.

f. In the event a mandatory overtime assignment occurs within 48 hours of the time during which the next employe on the mandatory list has worked voluntary overtime, such employe will be excused from the assignment and the next employe on the list who has not worked voluntary overtime within the last 48 hours will be assigned. When the next mandatory assignment occurs, the Employer shall assign the employe previously excused unless the employe has again worked voluntary overtime during the preceding 48 hours.

g. Employes working overtime will be assigned where the Employer determines the overtime need exists.

h. Employes entering established equalization units shall be placed on the mandatory overtime list provided for in Section 2a in classification seniority order. Such employes will be credited with a number of mandatory overtime assignments equal to the lowest number credited to any employe in the mandatory overtime equalization unit.

### **Section 3. Equalization Unit Understandings**

a. Equalization units may be changed by a memorandum between the parties. If either party requests a change to an established equalization unit, the matter shall be discussed at labor-management meetings at appropriate local levels. If an understanding is not reached, either party can request that an unresolved equalization unit issue be submitted to a committee consisting of representatives of the Union and representatives of the Office of Administration and the department

or agency. The committee will determine the applicable equalization units through meet and discuss.

b. Written local understandings concerning equalization units presently in existence shall continue subject to the expiration provisions in each local understanding. All such equalization units and revisions thereto require the approval of the appropriate local Unions and District Council, Superintendents or designee and DPW Bureau of Labor Relations.

#### **Section 4. Equalization Units**

If an understanding is not reached on an equalization unit the following equalization unit(s) shall apply:

a. All employees in the same classification who report to or are supervised by the same first-level of management, or designee, by shift and by organizational area. Organizational areas will be designated at the sole discretion of Management and shall be identified at the beginning of the equalization period.

b. For those overtime assignments which require even minimal training periods, overtime will be equalized only among those employees in the classification who are capable of performing the assignment without training.

c. Overtime involved in specialized functions will be limited to the employee(s) assigned to that particular function.

#### **Section 5.**

Nothing in this Memorandum shall require the Employer to accept as a volunteer or to assign mandatory overtime to an employee where the employee would be entitled to double time for such overtime work.

#### **Section 6.**

The requirements of Sections 1, 2 and 4 above shall

be superseded by any procedure mutually agreed upon in writing by the Employer and the Union at an agency, institutional or local agency level. Such local resolutions must be approved by the Local Union, the appropriate District Council, superintendent or designee and DPW Bureau of Labor Relations.

**Section 7.**

For purposes of Sections 1 through 6 above, seniority shall be classification seniority.

**Section 8.**

Sections 1 through 7 above supersede Recommendation No. 20, Section 5 of the Master Memorandum.





## **APPENDIX J**

### **TECHNICAL SERVICES SUPERVISORY UNIT**

#### **Travel Expenses**

Travel expenses shall be paid in accordance with the Commonwealth's existing Travel Expense Regulations.

The travel headquarters for Field Construction Inspector Supervisors assigned to construction project sites will not be changed during the life of the current Memorandum of Understanding.

The Commonwealth will continue to pay mileage at the appropriate rate for necessary travel between construction project sites.

Employees who are required by the Employer to travel 15 miles or more from their work site and whose work assignment requires that they remain away from said office work site during their normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50, including sales tax.

Department of Transportation and General Services employees who are required to travel 15 miles or more to field work sites shall be granted lunch expenses not to exceed \$3.50 including sales tax; provided, however, that the field work site must be 15 miles from the employee's home. Department of Transportation employees who are eligible as set forth above, but are then required to return to headquarters over the lunch period, will remain eligible for the reimbursement.

Department of Environmental Protection and Department of Conservation and Natural Resources employees who are required to travel 15 miles or more to construction work sites shall be granted lunch expenses not to exceed \$3.50, including sales tax; provided, however, that the construction work site must be 15 miles

from the employee's home. Department of Environmental Protection and Conservation and Natural Resources employees who are eligible as set forth above, but are then required to return to headquarters over the lunch period, will remain eligible for the reimbursement.

These allowances for subsistence require no receipts or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

### **Travel Time**

Employees who are required to travel between 25 and 49 miles as measured by the shortest regularly traveled route from their home or headquarters to a field work site shall be granted one-half hour of travel time in each direction.

Employees who are required to travel between 50 and 99 miles as measured by the shortest regularly traveled route from their home or headquarters to a field work site shall be granted one hour travel time in each direction.

Employees who are required to travel more than 100 miles as measured by the shortest regularly traveled route from their home or headquarters to a field work site shall be granted an additional one hour's travel time in each direction, for each additional 50 miles traveled or part thereof.

Distances for Department of Transportation employees shall be calculated from the initial point of departure (home or headquarters) to destination point (field work site).

Hours of work for employees, if required by the Employer to travel to and from the work site by transportation provided by the Employer, shall commence at the time of embarkation and shall cease at the time of debarkation.

When a Field Construction Inspector Supervisor in the Department of General Services decides to move outside the district, travel time and mileage will not apply until he reaches the Geographical Border of the assigned county or the district he is assigned.

When an employee in the Department of Transportation moves outside the district, travel time will not apply until the employee reaches the geographical border of the district the employee is assigned.

### **Posting of Permanent Survey Crew Make-Up**

In the Department of Transportation, listings showing employees who comprise a Permanent Survey Crew shall be posted at convenient work locations. Reassignments will not be made for an arbitrary or capricious reason. The Union shall designate a person to whom a copy of such listings shall be provided by the Employer.

Updated listings shall be posted and a copy given to the Union at periodic intervals.

The parties agree that the make-up of permanent crews will be posted at appropriate locations two weeks prior to the effective date for such crews to begin functioning as a unit unless management is prevented from adhering to this time requirement because of an emergency situation. It is understood that the President of the local involved shall be given a copy of this posting.

### **Availability of Meal and Sanitary Facilities**

In the event the Employer provides transportation to the work site, it will, where feasible, make provisions for transportation to meal and sanitary facilities.

### **Work Assignment**

Field Construction Inspector Supervisors employed in the Department of General Services may be assigned

outside the district to which they are assigned when the bordering counties are connected or when the assignment is no more than 60 miles from the border into the neighboring district. However, these assignments will not be made for arbitrary or capricious reasons and employees will not be assigned to a district where a furlough is in effect.

Construction Inspector Supervisors shall not be required to verify any work that they have not personally inspected.

### **Seasonal Reassignments**

**Section 1.** Seniority application or any other arrangement relative to seasonal reassignments shall meet and discuss at the local district office. If no resolution can be reached, Section 2, below, will become effective.

### **Section 2. Seasonal Reassignments to Winter Assignments**

When seasonal reassignments are made by the Department of Transportation affecting construction and materials personnel in the Technical Services Supervisory Unit and involving a move of such personnel from construction work to other types of work within the District, the less senior employees based on job classification seniority shall be the first to be reassigned; provided, however, that the employees retained on construction have the skill and ability to perform satisfactorily the construction work remaining to be done. At the time such seasonal reassignments are made the senior employees then affected, if qualified, shall be granted preferences from among the assignments then available. This provision shall not be construed to provide bumping rights for any employee. At each job site, permanent employees will not be reassigned before temporary, part-

time employees and interns.

During the month of October a labor-management committee meeting will be held at the district level for the purpose of apprising the Union of the projected job situation as it appears at that time.

### **Section 3. Seasonal Reassignments from Winter Assignments**

The following steps will be used for determining the procedure for reassigning construction and materials personnel in the Technical Services Supervisory Unit in the Department of Transportation from their winter assignments.

- a. A meeting will be held in each Engineering District between appropriate local management officials and local Union officials.
- b. The purpose of the meeting is to agree to a procedure at the local level concerning the reassignment of employees from their individual winter assignments to the jobs such persons shall perform during the next construction period.
- c. The first such meeting at the local level shall be held within 40 calendar days from September 30.
- d. Agreement between the parties at the local level concerning the reassignment shall be realized within 40 calendar days from date of first meeting.
- e. In the event agreement cannot be reached at the local level mentioned in d above, the matter shall be referred to Central Headquarters.
- f. Upon such referral, meetings shall take place between the parties, by representatives chosen by each party, and an attempt shall be made to resolve the matter within 30 days from the date of referral to Central Headquarters.
- g. In the event the matter is not resolved by representa-

tives of Central Headquarters and representatives of the Union in the specified period, the matter shall be referred to the Office of Administration, Bureau of Labor Relations.

- h. If the matter is not resolved using steps a through g, outlined above, the procedure for reassigning construction and materials personnel from their winter reassignments will be the method used by the Technical Services Supervisory Unit.

### **Expense Accounts**

Expense vouchers that are submitted at the appropriate time and are properly completed and signed shall be paid within six weeks.

Expense accounts that are not received on the designated due date will be processed prior to the succeeding due date. This will apply to vouchers that are submitted within 15 days after the designated due date.

Delays occasioned by situations beyond the jurisdictional control of the Governor or lack of funds shall not be the subject of any grievance.

### **Temporary Reassignments between Seniority Units**

Should the Department of Transportation be required to temporarily assign ten or more employees in a job classification to a new seniority unit to aid in the recovery effort caused by a natural disaster such assignments shall be made in the following manner:

1. Seniority application or any other arrangement relative to temporary assignments between seniority units may be negotiated at the local level. If no resolution is negotiated Section 2, below, will become effective.
2. The Employer will seek volunteers from among the employees in the classification in the District.

Volunteers will be chosen beginning with the employee with the highest amount of Master Memorandum seniority who has the requisite skill and ability to perform the required work, subject to management's responsibility to maintain efficient operations. If sufficient volunteers cannot be obtained the Employer will assign employees in the inverse order of Master Memorandum seniority whose residence is in the county which is the shortest geographical distance to the temporary work assignment.

### **Safety Committee**

Upon request, a statewide safety committee, consisting of two supervisory unit employees from each Engineering District, shall meet with representatives of the Department of Transportation to discuss safety procedures, policies, and problem areas. An agenda will be submitted in advance to appropriate Department management officials.

The result of safety committee meetings will be implemented as soon as possible, subject to budgetary limitations.

### **Training**

The Commonwealth shall present training programs and review and upgrade programs where feasible with the goal of training interested employees.

Where there is a need to restrict the number of employees for training, interested employees shall be selected on a Master Memorandum seniority basis, subject to management's responsibility to maintain efficient operations and/or meet mandated certification requirements.

### **Notification of Vacancies**

The Department of Transportation will notify



Technical Services Local Union Presidents of all vacancies within the Technical Services supervisory unit which are posted in accordance with Article 29, Section 4 of the Master Memorandum. Notice of these vacancies will also be sent to appropriate Department of Transportation field locations. The Technical Services Local Union Presidents shall be provided with the names of employees who have been awarded promotions within five working days of the filling of the vacancies.

### **Transportation Ice Water**

The Employer agrees to reimburse each Survey Technician Supervisor in the Department of Transportation up to a maximum of \$1.75 per day during the period from May 1 through October 31 for expenses incurred in providing ice for cooling and drinking water which they are required to provide to their crew members.

On or about November 1 each year, each Survey Technician Supervisor will submit a claim for this reimbursement. Reimbursement will be made as soon as practicable thereafter.

## **APPENDIX K**

### **INSPECTION, INVESTIGATION AND SAFETY SUPERVISORY UNIT**

#### **Preparation of Reports**

Employees who are required to make out reports relating to their jobs shall prepare such reports on the Employer's time. The parties, recognizing that in many instances the employees required to make out such reports schedule their own hours, agree that it is not the intent of this paragraph to provide for the extension of the work week which is authorized by the Employer and thereby increase the Employer's overtime liability.

It is the intent of the parties to structure labor-management committee meetings for the purpose of reviewing and/or eliminating required paper work.

Such meetings will be held at least two times a year at the agency level. It is understood by the parties hereto that the final decision for the reduction and/or elimination of required paper work shall be made by the Employer.

Additionally, the parties agree that the Union will provide the Employer with an agenda which shall list the specific proposals to be made for the reduction and/or elimination of required paper work. If such agenda is not provided, the scheduled meeting shall not be held.

#### **Credit Cards**

The Employer, at its sole discretion, shall either make credit cards available to those employees who have a valid operational need for such credit cards or shall arrange for employees to bill necessary work-related telephone calls to their office telephone number.

Where the Employer can demonstrate that either credit cards or third party billing privileges have been abused, they shall be immediately withdrawn.

### **Meal Expenses**

Employees who are required by the Employer to travel at least 15 miles from their normal work site as measured by the shortest regularly traveled route and whose work assignment requires that they remain away from said normal work site during their normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50 including sales tax. These allowances for subsistence require no receipts or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

### **Statewide Labor-Management Committee Meeting**

The parties agree that statewide labor-management committee meetings will be held when there is a problem or situation which impacts on more than one agency which comprises this bargaining unit. These meetings will be held quarterly.

The committee will function on an ad hoc basis with each party selecting their representatives but the total number representing each party shall not exceed 15.

Either side may request such a meeting by submitting an agenda to the Director of Labor Relations of the Office of Administration.

Requests must be made two weeks in advance.

The time and place of the meeting will be determined by discussions between the Union and the management.

The meeting will be chaired on a rotating basis by the designee of the Director of Labor Relations and the representative of the Union.

Labor/Management Committees at the agency or

local level shall meet at the request of either party at mutually convenient times. The party requesting the meeting shall provide a tentative agenda for discussions. The Employer will provide a timely response to the Union with regard to the issues discussed during the meeting. After consideration of the Union's recommendations, the Employer will implement whatever actions it deems appropriate, if any.

### **Personal Property Damage**

In the event an employee who is involved in an undercover assignment or an investigation assignment in the field damages or destroys items of clothing or personal property which are worn by the employee and which are necessary for the performance of such employee's work, the Employer at its discretion shall reimburse the employee for either the value of, or cost of repair of, such clothing or personal property. The condition of the clothing or personal property immediately prior to such damage shall be taken into account in determining its value. The incident giving rise to such claims must be verified and not due to the employee's own negligence.

### **Office Expense**

Employees in the following classifications in the Department of Environmental Protection whose office location is not owned or leased by the Commonwealth shall be paid \$55.00 per month which will compensate the employees for the cost of providing such office space telephone service:

71581 Surface Mine Conservation Inspector Supervisor  
71811 Oil and Gas Inspector Supervisor

### **Office Equipment**

Where the Employer requires the use of specific office

equipment for the conduct of his assigned job duties the Employer shall provide such office equipment.

### **Heart and Lung Act**

Parole agents may receive benefits as provided by the "Heart and Lung Act" (Act 193 of 1935 P.L. 477).

### **Expense Accounts**

Expense vouchers that are submitted at the appropriate time and are properly completed and signed shall be paid within six weeks. Delays occasioned by situations beyond the jurisdictional control of the Governor or lack of funds shall not be the subject of any grievance.

### **Use of Commonwealth Vehicles**

The parties hereto agree that an employee may use a Commonwealth vehicle for legitimate reasons after normal working hours. For purposes of this Agreement, "legitimate reasons" shall not include, among other reasons, the use of this aforesaid vehicle for entertainment or recreational reasons. To be eligible to use a Commonwealth vehicle after normal working hours, the employee must be required by the Employer to remain away from home after such work hours.

Employees who have Commonwealth vehicles permanently assigned to them or who utilize Commonwealth vehicles on a day-to-day basis shall, if prior approval is secured, be permitted to drive these vehicles home at the end of their work day when, in the opinion of the Employer, such practice will result in the more efficient and economical use of both the employee's time and the vehicle so utilized.

### **Job Assignments**

The Employer shall give consideration to territory

assignments on the basis of seniority where such assignments do not adversely impact on the Employer's right to maintain efficient operations. The Employer further agrees to Meet and Discuss upon request of the Union on the impact of territorial redistribution or adjustments prior to implementation.

### **Uniform Allowance**

a. Employees in the following classification will receive an annual uniform allowance of \$100.00.

74250 Airport Fireman Supervisor

70753 Motor Carrier Enforcement Supervisor

G5420 Public Utility Enforcement Officer  
Rgnl. Supvr.

b. The allowance provided for in (a) above will be payable no later than September 30 of each fiscal year unless an employee has been in active pay status for an aggregate of less than 200 working days during the preceding fiscal year, in which case the allowance will be prorated. For the purpose of this section, active pay status shall be defined as the items listed in Section 2 of Recommendation 20.

c. Dog Law Enforcement Supervisors (74521) will receive the uniform allowance under the side letter between the parties dated June 17, 1987 with the exception that the allowance will be paid on a fiscal year basis instead of a calendar year basis.

d. The parties agree to meet and discuss regarding the application of the allowance provided for in (a) above to Revenue Enforcement Supervisors if the Employer substantially alters the current rules regarding the wearing of the uniforms.

### **Video-Display Terminals**

Upon request of the Union, health and safety issues

concerning the operation of current VDT furniture/equipment will be addressed through the local meet and discuss process.

The Employer will give preference to ergonomics when economically practical in purchasing future and/or updating current VDT furniture/equipment. Before any VDT furniture/equipment is purchased, the Local Union will be notified. Upon request, the Employer agrees to meet and discuss with the Union at the local level to review and assess VDT/furniture purchasing issues. Any purchasing decisions will be made by the Employer in accordance with Article 2, Sections 1 and 2.

Issues appropriate for such meet and discuss sessions can include the following:

- Alternate work for pregnant employees; adjustable chairs; adjustable work tables; detachable key-boards; angle adjustable monitors; adjustable copy holders; glare screens; wrist and foot rests; lighting; reducing printer noise.

### **Hazardous Duty Pay**

Deep Mine Inspector Supervisors who are required to enter a mine for the purposes of rescue and recovery operations under emergency conditions as defined by the Department of Environmental Protection will be entitled to receive an additional \$5.00 per hour pay for all such time spent underground.

### **Department of Labor and Industry**

Effective April 30, 1994 Safety Inspector Supervisors in the Department of Labor and Industry will receive a monthly stipend of \$40.00. Effective July 1, 1994, the monthly stipend will be increased to \$45.00. Effective July 1, 1995, the monthly stipend will be increased to \$50.00.

### **Stress Impact Payment**

Lump sum stress impact payment of \$17.50 per quarter to be paid each Department of Corrections, Department of Education or Department of Probation and Parole full time Inspection, Investigation and Safety Supervisory unit employee covered by this Appendix, who works solely inside the perimeter of a correctional institution and who is in compensable status as of the first day of the quarter, when in the proceeding quarter, the entire system, Department of Public Welfare and Corrections, exceeds 110% of rated capacity.

Institutions of the Department of Corrections which open on or after July 1, 1992, will not be included in the calculation to determine whether or not the entire system, Department of Public Welfare and Corrections, exceeds 110% of rated capacity until the new institution, itself, exceeds 110% of rated capacity.

Employees employed at institutions of the Department of Corrections which open on or after July 1, 1992 will not be eligible for stress impact payment until the institution in which they work exceeds 100% of rated capacity on the first day of the calendar quarter.

Effective July 1, 1997, the quarterly stress impact payment is eliminated.



## **APPENDIX L**

### **LAW ENFORCEMENT (FISH AND BOAT LAWS) SUPERVISORY UNIT**

#### **Applicability of the Master Memorandum**

The provisions of the Master Memorandum between Council 13 of the American Federation of State, County and Municipal Employees and the Commonwealth of Pennsylvania shall be applicable to employees in this Unit except as modified hereafter.

The following Recommendations of the Master Memorandum shall not be applicable to employees in this unit: Hours of Work; Rest Periods; Meal Periods; Eating and Sanitary Facilities; Holidays - Sections 2, 3, 4, 7, 8, and 11; Personal Leave - Section 5; Vacations - Section 3; Overtime; Shift Differential; Call Time; Discharge, Demotion, Suspension and Discipline - Section 5; Seniority - Sections 4, 5, 11 and 13; and Miscellaneous Provisions - Section 9.

#### **Vacations**

Annual leave shall be scheduled and granted for periods of time requested by an employee subject to management's responsibility to maintain efficient operations. An employee who schedules a vacation which begins on a Monday and ends on a Friday shall be scheduled off the Saturday and Sunday immediately preceding and immediately following the scheduled vacation unless that Saturday is the opening or closing spring trout season.

Compensatory days may be taken at any time including immediately prior to or following annual leave, subject to the requirements of the Employer to maintain efficient operations.

## **Discharge, Demotion, Suspension & Discipline/Probationary Periods**

The provisions of Section 1 of the Discharge, Demotion, Suspension and Discipline Recommendation shall not apply during the initial 365 days of probationary employment. The probationary period can be extended by written agreement between the Employer and appropriate local or district council of the Union for an additional period, during which time Section 1 shall not apply. Periods of leave without pay shall not count toward the initial 365 days or any extension period.

## **Leave Time**

Annual leave, personal leave and earned compensatory time should be requested (using Form STD-330) and approved by the employee's supervisor at least five days prior to taking leave time. When advance notification is impossible or not feasible, employees may request verbal authorization from the supervisor followed by submittal of a Form STD-330. Employees requiring sick leave must immediately notify the supervisor's office.

## **Vacancies**

Employees will be given an opportunity to inform the Fish & Boat Commission of their desire to be transferred into a vacancy in one of the following manners:

- a. When a vacancy occurs, the Commission will notify all of its employees at least 15 days prior to the filling of such vacancy unless an emergency requires a lesser period of time. This procedure will also be used for any vacancy resulting from the transfer of an employee into the initial vacancy. Such notification will not be necessary for any subsequent vacancies which may result after the transfer of an employee into the initial vacancy and the vacancy created by

the employee filling the initial vacancy.

- b. The Commission may develop a system which will enable employees to indicate their preference for reassignment. When a vacancy occurs, the Commission will review their files to determine whether or not any employees have indicated a desire to be reassigned into a vacant division or region. This method shall be used for the initial vacancy and any vacancy resulting from the transfer of any employee into the initial vacancy. The Employer will not be required to review its files for any subsequent vacancy which may result after the transfer of an employee into the initial vacancy and the vacancy created by the employee filling the initial vacancy.

### **Hours of Work and Overtime**

Hours of work and overtime for employees of this Unit shall be in accordance with the understandings set forth in the parties' October 7, 1991 sideletter.

### **Transfers**

**Section 1.** An employee shall not be transferred for reasons which are punitive, disciplinary, or arbitrary and capricious. In no event shall an employee's reassignment be due to the valid enforcement of the Fish and Boat Laws. Any dispute regarding the propriety of transfers under this Section shall be processed through either the grievance procedure outlined in the Master Memorandum or the Board of Review procedure which follows:

An employee who elects to dispute the propriety of a transfer through a Board of Review shall so notify the Executive Director of the Fish and Boat Commission within 10 working days of being notified of transfer. Upon such notification to the Executive Director, a Board of Review comprised of three members - the

Executive Director or designee, a Division Chief from central office headquarters, and a member of the employee's choosing who is employed by the Commission - shall be established which shall meet within 10 working days. The grievant and a representative of the employee's choosing shall present evidence and/or testimony to the Board which shall issue its decision within 10 working days. The Board's decision shall be advisory only and need not be unanimous.

**Section 2.** An employee to be transferred under the provisions of Section 1 above shall receive notice 30 calendar days prior to the effective date of such transfer. Upon transfer, employees may be granted up to sixty (60) days in travel status at their new location, to be taken in the initial ninety (90) consecutive calendar day period following their transfer, to provide adequate time for locating new living quarters and to move to the new location. Only that portion of the travel status allowance actually required shall be granted. No reimbursement will be made for local mileage. Employees returning to their pre-transfer headquarters or residence on days off or holidays will not be given subsistence or lodging for the day(s) off or holiday period.

Employees shall be entitled to expenses as provided in Sections 9 and 11 of the Commonwealth's Travel Expense Regulations, Management Directive 230.10. Only that portion of the allowance actually required will be granted. An employee shall not be entitled to receive concurrently subsistence under this Section and to receive a subsistence allowance as provided in the Travel and Subsistence Section of this Appendix.

### **Outside Employment**

Employees shall be permitted to engage in outside employment on days off and leave days provided:

- a. prior authorization is obtained;
- b. the scope of employment does not demean the image of the Pennsylvania Fish and Boat Commission;
- c. total amount of employment does not interfere with the employee's ability to perform his duties properly;
- d. the employment is of a nature which is non-recurring.

The application of the above criteria to a particular situation will be determined solely by the Fish and Boat Commission and will not be subject to the grievance and arbitration procedure. However, an employee, whose request to engage in outside employment is initially denied, may appeal that decision, in person, to the Executive Director or his designee, whose decision shall be final, binding and determinative of the issue.

An employee who submits a request for authorization to engage in outside employment shall receive a response to that request within three weeks of its submission which approves it or disapproves it for reasons stated.

### **Travel and Subsistence**

**Section 1.** An employee who is assigned to duty outside of the employee's division or region which requires the individual to be on overnight travel status for two consecutive nights shall receive, upon reasonable request, an advance of \$24.00 for each day of such assignment, which shall be exclusive of the hotel order.

**Section 2.** Employees shall receive \$70.00 per month subsistence allowance in lieu of reimbursement on a daily basis for lunch expenses and subsistence expenses including meals now provided by Paragraph 11 of the Commonwealth's Travel Regulations, Management Directive 230.10 while the employee is working in his Fish and Boat Commission region. In addition, an employee

assigned to duties outside his region for a period of not less than 12 consecutive work hours is entitled to subsistence expenses in an amount actually expended, not to exceed \$8.00.

### **Alternative Unit**

If, at any time, members of this Unit are removed from coverage under this Act 195 Unit and are placed under coverage of an Act 111 Unit by action of the Pennsylvania Labor Relations Board, the Commonwealth and AFSCME agree to continue the provisions of this Unit Appendix and the applicable Commonwealth/AFSCME Master Memorandum until such time as Act 111 bargaining can occur which would address the inclusion of these employees in such a Unit.

## **APPENDIX M**

### **STATE SYSTEM OF HIGHER EDUCATION SUPERVISORY UNITS**

The term "Employer" refers solely to the State System of Higher Education for employees in this unit. The provisions of this Appendix shall apply to all employees of the State System of Higher Education who are covered by this Master Memorandum. The provisions of any other Appendix shall not apply to employees of the State System of Higher Education, and any specific language in this Appendix supersedes language on the same subject in the Master Memorandum provisions.

#### **Cash Responsibility**

Any employee handling cash shall be held responsible provided:

1. Each employee is given an individual cash drawer or its equivalent and is the only employee empowered to add or remove cash from said drawer or its equivalent.
2. The key with which to lock the drawer or its equivalent is made available to the employee for use when the cash drawer or its equivalent is unattended.
3. Each employee is given the opportunity to count the cash at the beginning and close of the shift.

#### **Meal Expenses**

Employees who are required by the Employer to travel at least 15 miles from their normal worksite, as measured by the shortest regularly traveled route, and whose work assignment requires that they remain away from said normal worksite during their normal lunch period, shall be reimbursed for out-of-pocket lunch expenses,

not to exceed \$3.50, including sales tax. These allowances for subsistence require no receipts or other accounting.

### **Notification of Absence**

In the event that illness or any other situation requires the employee's absence from scheduled work, the employee will notify the immediate supervisor or any other individual, designated by the Employer, of the impending absence. If the immediate supervisor or designated individual is unavailable, notification to any available supervisor at the worksite will suffice. This notification shall take place within the time period established at the local and/or agency level, and receipt of such notice shall not imply approval of the leave requested.

### **Travel Expenses**

Travel expenses shall be paid in accordance with the Commonwealth's existing Travel Expense Regulations.

The Employer will provide transportation to all field worksites whenever a University vehicle is available.

Hours of work for those employees who are required by the Employer to travel to and from the worksite by transportation provided by the Employer shall commence at the time of embarkation and shall cease at the time of debarkation into and out of the transportation provided by the Employer.

In accordance with existing travel regulations and upon request of the employee, the Employer will give a cash advance to cover expenses related to training.

### **Labor-Management Committees**

Labor-management committees, either at the campus or system level, shall meet at the request of either party



at mutually convenient times. The party requesting the meeting shall provide a tentative agenda for discussion. Each party will provide a timely response to the other with regard to the recommendations discussed during the meeting. While the Employer agrees to consider any Union recommendation submitted as a result of such meeting, the Employer reserves the right to implement whatever action it deems appropriate, if any.

Although no University is required to keep a stenographic record of labor-management meetings, when the University does provide a stenographer for the meetings, the University shall provide the Union with a copy of the minutes within ten (10) working days. The Union shall have five (5) working days to make corrections unless an extension is requested in writing by the Union.

### **Work Hours/Alternate Work Schedules**

The following language shall apply in lieu of Recommendation No. 6, Sections 5 and 8:

Work schedules showing the employees' shifts, work days and hours shall be posted on applicable departmental bulletin boards. Except for emergencies, changes will be posted two weeks in advance. Where changes that effect more than one employee are to be made by the Employer for other than emergency reasons, or where schedules are to be adopted for new programs, the Employer agrees to meet and discuss with the Union prior to the implementation of such changes or schedules. Where changes are to be made by the Employer that only affect one employee, the Employer is required only to notify the Union of the schedule change and if requested, the Employer agrees to meet and discuss regarding the change of schedule.

Each University and their local Union may discuss and establish alternative methods of scheduling. Any

disputes at the local level concerning the establishment of alternate work schedules may be taken by either party to a System-Wide meet and discuss.

Alternate work schedules shall not be approved if they result in one of the following:

- a. An increase in the costs of operation
- b. An increase in the current complement
- c. An affect on the University's ability to meet criteria for accreditation.
- d. An adverse impact on the efficiency of affected operations or standards of service.

The University or AFSCME may cancel a previously agreed-upon alternate work schedule upon 30 days notice to the other party.

### **New Technology**

The parties recognize that the utilization of new technology is a right reserved to management. However, upon request of the Union, a joint committee will be established at the campus level to discuss the utilization of technology that may affect employees covered by this Memorandum. Such discussion may include, but need not be limited to, such issues as opportunities for lateral transfers and/or promotions into new or existing vacancies; implementation plans and/or schedules; safety and health; installation of equipment; training, etc.

This language is not intended to limit the rights of the parties statutory or otherwise.

### **Scheduling of Leave**

If an Employer can determine that a requested leave is not going to be approved before the end of the selection period, the Employer will notify the employee so that another selection can be made.

### **Liability Coverage and Legal Defense**

The Employer shall provide liability coverage and legal defense as detailed in Title 4 Pennsylvania Code Chapter 39 and Management Directive 205.6 and 630.2.

### **Job Postings and Promotions**

In those cases where the Employer chooses to include a brief description of the job when posting a job vacancy, the Employer shall attempt to avoid the use of overly technical jargon in describing the duties to be performed.

Upon written request from the appropriate Union President or designee, the Employer agrees to provide the name of the person promoted or working out of class in those classifications encompassed within the Clerical, Administrative and Fiscal Supervisory Unit under the following circumstances: (1) Promotion under the procedures specified in Recommendation 29, Sections 5 and 6; or (2) Assignment of out-of-classification work under the provisions of Recommendation 27, Section 3.

### **Emergency First-Aid Services**

The Employer shall, upon request of the Union, meet and discuss concerning the providing of emergency first-aid services, first-aid kits, first-aid training and ambulance services at various worksites.

### **Holidays**

At the 14 institutions of the State System of Higher Education, the following days shall be recognized as holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day

## 5. Thanksgiving Day

## 6. Christmas Day

The remaining five holidays shall be scheduled by the administration of these institutions during the time on the academic schedule when an institution is not at full operation.

The matter of rescheduling minor holidays shall be resolved on a meet and discuss basis at the 14 institutions of the State System of Higher Education.

An employee shall earn a minor holiday provided the employee was in an active pay status on the last half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately subsequent to the actual day the minor holiday is celebrated as provided for in Recommendation 10, Section 1. If a minor holiday occurs while employees are on leave without pay under Recommendation 17, Section 3, they shall be paid for the minor holiday provided they were in active pay status the last half of their scheduled work day immediately prior and the first half of their scheduled work day immediately subsequent to the leave without pay. An employee who earns a minor holiday and subsequently terminates employment prior to taking the rescheduled day off with pay, shall be compensated for such holiday. In the event the earning of a holiday is anticipated and an employee terminates employment prior to actually earning the anticipated holiday, such employee shall reimburse the Employer for the holiday taken but not earned.

Payment specified in Recommendation 10, Section 6 shall be applicable only if the employee works on the day on which the minor holiday has been rescheduled.

## **Representation on University Committees**

The parties agree that AFSCME representation should be included on some University committees. However,

due to the great diversity of committees in existence on the various University campuses a definite list of committees appropriate for AFSCME representation cannot be established.

If AFSCME is refused representation on university committees that include representatives of other employe organizations that impact AFSCME unit working conditions, it shall attempt to resolve this issue at the University level meet and discuss. If AFSCME is unable to resolve this issue at the University level, it shall be a proper item for discussion with representatives of the Chancellor.

### **Blood Donor Plan**

In order to encourage employes to donate blood at least four (4) times a year, the Employer shall grant up to four (4) hours of Administrative Leave in each calendar year for this purpose.

For extenuating circumstances requiring the need for additional donation by the employe, the university will look at each situation separately.

### **Orientations**

AFSCME's designated representative shall be given a place on the agenda at the initial University-wide orientation for new employes covered by AFSCME Supervisory Units.

### **Temporary Employes**

The following language shall apply in lieu of Recommendation 29, Section 21 as it relates to temporary employes:

Active full-time temporary employees will have preferential rights according to Master Memorandum seniority to bid and be selected for permanent vacancies that

occur in the same classification that they hold except in the following instances:

- (1) Where the job requires highly specialized skill, training and expertise.
- (2) Where a permanent employee has exercised their rights as outlined in Recommendation 29, Section 5.
- (3) Where a permanent employee has applied for the position and it is determined that their qualifications for the position are equal to or greater than the temporary employees who have applied.

Seniority for temporary employees shall accrue as outlined in Recommendation 29, Section 1.b.

In those cases where an active full-time temporary employee is selected for the position, the provisions of Recommendation 28, Section 5 shall become applicable effective with the date of appointment to the permanent position except where the temporary employee has fewer than 90 days of accrued seniority and that employee shall serve a nine (9) month probationary period.

This language does not apply to students who have been hired as temporary employees in classification titles covered by the Master Memorandum.

This language does not apply to those classifications where there is an under-representation of persons in the protected classes and is in conflict with the University's affirmative action plan.

### **Tuition Waiver**

Effective with the start of the Fall Semester of 1994, the SSHE/UNIVERSITIES shall modify their tuition waiver policy which shall supersede all prior University and/or Board of Governor policies and shall establish a uniform policy for all State System of Higher Education employees covered by the Master Memorandum as follows:

1. Total waiver of tuition for eligible employees at the

university where employed. This waiver shall be applicable for undergraduate credits not to exceed 128 undergraduate credits and shall be on a "space available" basis as certified by the appropriate management authority. The total number of undergraduate credits that may be taken shall be limited to a maximum of 6 credits per semester and must be taken during non-working hours.

2. Total waiver of tuition for children of eligible employes at the university where the employe is employed. This waiver of tuition shall be applicable until the children obtain the first undergraduate degree or until the children reach the age of twenty-five (25), whichever occurs first, and shall be on a "space available" basis as certified by the appropriate management authority.
3. Total waiver of tuition for spouses of eligible employees at the University where employed. This waiver shall be applicable to the employee's spouse until he/she obtains his/her first undergraduate degree and shall be on a "space available" basis as certified by the appropriate management authority.
4. This waiver of tuition at the University where the eligible employe is employed shall be applicable until the children obtain the first undergraduate degree or until the children reach the age of twenty-five (25), whichever occurs first. This waiver of tuition shall continue to the limits stated above in the event the eligible employe, after fifteen (15) or more years of service, exclusively within the State System of Higher Education, becomes permanently disabled or dies.
5. The tuition waiver shall continue to the limits stated in No. 4 above for eligible employees who meet all of the following conditions:
  - a. retires on or after July 1, 1995, (except for those

annuitants who are now vested under a university policy); AND

b. is at or above superannuation age; AND

c. has fifteen (15) or more years of service, exclusively within the State System of Higher Education at the date of retirement.

The percentage of tuition waiver applied to Sections 1 through 5 above for eligible employees who begin employment with the State System after July 1, 1996 will be 75%.

If an employee becomes eligible after the commencement of the semester, tuition waiver will begin with the commencement of the next semester.

Tuition waiver shall be discontinued upon placement in an inactive pay status or termination of employment. If such inactive pay status or termination takes place during a semester, the waiver shall be extended until the end of that semester. Termination shall mean the severance of the employer-employee relationship whether by resignation, dismissal, furlough or otherwise.

The following definitions apply to tuition waiver benefits:

“Eligible employee” shall be defined as any permanent full-time employee with regular status, in active pay status.

“Tuition” shall be defined as the basic charge established by the Board of Governors to supplement state appropriations in support of instruction and instructional services at a State System university. Tuition waiver applies only to the basic charge and not to other fees such as room and board fees, student union and activity fees, orientation fees, instructional/educational fees, etc.

“Where employed” is defined to mean the local university to which the employee is appointed. For employees in the Office of the Chancellor, where



employed is defined as any of the fourteen universities.

“Semester” for the purpose of this document is defined to include Fall, Spring and Summer School. All other sessions are deemed to be included in one semester or another.

### **Preservation of Bargaining Unit Work and Contracting Out**

These guidelines shall serve to embody the understanding reached between the State System of Higher Education and the American Federation of State, County and Municipal Employees (AFSCME) concerning the contracting out of supervisory unit work performed as of January 1, 1994 by employees in supervisory units represented by AFSCME at the particular university affected. The procedures herein shall supersede those contained in Recommendation 44 of the Master Memorandum.

1. Prior to the award of any outside contract to undertake work within the scope of the work specified above, the university shall notify in writing the AFSCME chapter president and the AFSCME council director of its intent to contract out such work. Simultaneously, copies of such notice shall also be provided to the AFSCME Council 13 sub-contracting director for informational purposes.
  - A. Such written notice shall state the length, purpose, rationale, and estimated cost of the intended contract.
  - B. For contracts in excess of \$5,000, AFSCME shall be allotted thirty (30) calendar days from the date of notice set forth in 1.A above, in which to comment and/or meet and discuss with university management with respect to a particular contract. At such time, AFSCME may request, and the university shall provide cost information with

respect to the contract in question. Time limits may be extended or reduced by mutual agreement as circumstances dictate.

- C. After notification, should AFSCME request to meet and discuss on a particular contract for the purpose of exploring alternatives to the proposed contract, the union must provide specific information on how the work can be accomplished with existing personnel and provide for a reasonable cost savings or improved delivery of service.
2. For contracts of a recurring and/or on-going nature, the university shall present such contracts semi-annually at local meet and discuss with AFSCME.
3. It is recognized that in certain emergency situations, it may not be possible to follow the procedures outlined above. In such instances the university shall, within 48 hours of the occurrence, notify the local AFSCME chapter president of the existence of the emergency and the contract.
4. The employer agrees not to contract out supervisory unit work which would result in the layoff or downgrading of an employee or prevent an available qualified employee from being recalled to work except for legitimate operational reasons resulting in reasonable cost savings or improved delivery of service.
5. This understanding will not be construed so as to prevent non-supervisory unit state employees from performing supervisory unit work for the purpose of instruction, illustration, lending an occasional hand or in emergency situations to carry-out the functions and programs of the State System or maintain the Employer's standard of service.
6. In the event there is no common understanding reached during campus meet and discuss, the contract may be implemented and the matter may be referred

to the Office of the Chancellor and AFSCME Council 13 for further discussion.

7. The Employer and the Union acknowledge the above represents the results of meet and discuss conducted under and in accordance with the Public Employee Relations Act and constitutes the full and complete understanding regarding the issues of contracting out and transfer of supervisory unit work.

### **Alternative Discipline**

The Alternative Discipline Program implemented by the parties on January 1, 1994 for situations involving time and attendance and poor work performance will continue. Alternative discipline differs from traditional progressive discipline in that Level 1 and Level 2 letters are issued to employees in lieu of suspensions without pay.

### **Grievance Procedure**

The language outlined below replaces Recommendations 37 and 38 of the Master Memorandum .

1. Where an employee has the right to process a grievance through either the procedure provided herein or through the Pennsylvania Civil Service Commission and files an appeal with the Commission, either the contract grievance procedure shall cease, if the employee has submitted a contract grievance, or the employee shall not be entitled to institute proceedings under the contract grievance procedure. If the appeal to the Commission is withdrawn by the employee or not accepted by the Commission within the time limits prescribed in Point #2, the processing of a timely filed contract grievance shall be permitted.
2. Any grievance or dispute which may arise concerning

the application, meaning or interpretation of this Memorandum shall be processed in the following manner:

Step 1. The employee, either alone, or accompanied by the Union Representative, or the Union Representative, where entitled, shall present a written grievance to the employee's immediate supervisor within fifteen (15) working days of the date of its occurrence giving rise to the dispute, or when the employee knew or by reasonable diligence should have known of the occurrence. The supervisor shall attempt to resolve the matter and report a decision, in writing, within five (5) working days of its presentation. Grievances involving discharge, suspension and/or continuing liability shall be filed directly to Step Two.

Step 2. The employee, either alone, or accompanied by the Union Representative, or the Union Representative, where entitled, shall present the grievance in writing to the respective University Labor Relations designee or the Chancellor's Office within fifteen (15) working days after the supervisor's response is due UNLESS the grievance is submitted directly to Step Two. In those cases, the grievance must be submitted within fifteen (15) working days of the date of its occurrence or when the employee knew or by reasonable diligence should have known of the occurrence.

In addition, in order for a grievance to be discussed at Step 2, the respective University Labor Relations designee or the Chancellor's Office must have received a written confirmation of the grievance at least fifteen (15) working days prior to the Step 2 meeting. This period may, however, be extended by mutual agreement. In the case of discharge or continuing liability grievances, such grievances may be dis-

cussed at the Step 2 meeting provided three (3) calendar days notice has been given.

The parties agree the respective University Labor Relations designee or the Chancellor's Office and the Union counterpart must schedule and meet on a monthly Step 2 basis, if necessary, in order to attempt to resolve all outstanding grievances. At the Step 2 meeting, the parties will advise each other of all of the then known facts, including witnesses, and furnish copies of relevant reports or investigations upon which the party will rely in proving and/or supporting its respective position.

Any agreed upon final settlement of a grievance in Step 2 shall be reduced to writing and signed by the Union, and respective Labor Relations designee. Decisions at Step 2 shall not be used as a precedent for any subsequent case.

After the Step 2 meeting has been held and the then known and to be relied on information discussed, the respective Labor Relations designee must, if the case is not settled at this point, make a written disposition of the matter to the Union within fifteen (15) working days from the date of the Step 2 meeting.

Step 3. If the disposition of the matter by the respective Labor Relations designee is not satisfactory, or a response has not been received from Step 2, the Union shall have fifteen (15) working days after the Employer's response is received or due, to appeal the decision by filing its grievance with the appropriate Joint Area Committee for State System referred to in Article 1 of the Rules of Procedure agreed upon by the State System and AFSCME. Such submission, in a form to be established by the Committees, shall be made in writing and shall be filed in accordance with the established procedures.

Failure of the Union to submit grievances to the appropriate Joint Area Committee shall be cause for the State System to consider the matter "settled and withdrawn". Any later discovered or developed evidence, not disclosed to the other party at the Step 2 meeting will be submitted to the other side as soon as practical after discovery and/or development, but in no event later than 48 hours before the Step 3 hearing. (See the State System/AFSCME Rules of Procedure, Article 4, Section 3 for exceptions.)

The Committee at Step 3 shall have the right to hear testimony from both parties, investigate all facts and render a final and binding decision. Each case shall be considered on its merits and the Memorandum of Understanding shall constitute the basis upon which the decision shall be rendered.

The Committee shall neither add to, subtract from, nor modify the provisions of this Memorandum. The Committee shall be confined to the precise issue submitted and shall have no authority to determine any other issues not so submitted.

Decisions regarding matters of contractual interpretation made by a Joint Area Committee shall serve as precedent with respect to future issues of an identical nature. If the Joint Area Committee is unable to reach a decision of majority vote, the matter will be considered "deadlocked". Grievances arising from employees covered by the Master Memorandum shall cease after the third step with the exception of those outlined in Point #5.

**Time Limits:** All of the time limits contained herein may be extended by mutual agreement. The granting of any extension at any step shall not be deemed to establish precedence.

3. An employee shall be permitted to have a representative of the Union present at each step of the grievance procedure up to and including Step 3; subject, however, to Section 606, Article VI of the Public Employee Relations Act.

Upon request by an employee or Union representative, a grievance meeting will be postponed or rescheduled, if necessary, if a Union Representative is temporarily unavailable to the employee. Where this occurs, the time limits for response to the grievance will be suspended during the postponement period.

**Stewards:** Employees selected by the Union to act as Union representatives shall be known as stewards. The Union (District Councils) shall furnish the Division of Employee and Labor Relations, Office of the Chancellor (State System), with the names and work locations of grievance representatives within ten (10) working days of their selection and shall notify the State System of any changes within the same time frame.

**Lost Time:** A reasonable number of witnesses, when required to attend Joint Area Committee meetings because of the State System's refusal to accept that witnesses' written statement as provided in these rules, shall be allowed to attend a grievance meeting without loss of pay.

Grievants shall be treated in exactly the same manner as witnesses under this procedure.

An employee who either presents a grievance before the Committee or sits on the panel shall do so with pay provided the Union has indicated its desire to have that person participate in the procedure. The number of employees so designated shall not be abused, and the Union will make every effort to fully utilize all individuals designated as participants by having presenters also serve as panel members whenever feasible. (The

March 22, 1993 side letter regarding this language remains in effect).

**System Wide Grievances:** The Union may present grievances concerning System-wide actions directly to Step 3 within fifteen (15) working days of the date of the occurrence or the date when the Union knew or by reasonable diligence should have known of its occurrence. However, a representative from AFSCME Council 13 will meet with the official Office of the Chancellor designee prior to any hearing on such grievances in order to resolve any factual disputes relating to such System-wide grievances.

4. The parties agree to implement two Sectional Joint Area Committees comprising the following State System locations:

**Eastern Joint Area Committee:** Bloomsburg, Cheyney, East Stroudsburg, Kutztown, Mansfield, Lock Haven, Millersville, Shippensburg, West Chester, Chancellor's Office

**Western Joint Area Committee:** California, Clarion, Edinboro, Indiana, Slippery Rock

The Joint Area Committees will function under the Rules of Procedure as agreed upon by the parties in June 1994.

5. An appeal from a deadlocked decision at Step 3 may be submitted to arbitration by sending written notice to the Co-Chairperson of the Committee within 15 working days after the deadlocked decision only in the following instances:
  - a. To determine whether there was just cause for a discharge, demotion or suspension which has not occurred as the result of a strike.
  - b. To determine whether employees are engaged in a "strike" which is prohibited under Recommendation No. 34; provided, however, that the Employ-



er retains the sole discretion of determining the appropriate disciplinary action for employees engaged in a strike as provided in Section 2 of Recommendation No. 34.

- c. To determine whether there has been a violation of the seniority provisions set forth in Section 7, 9 and 12 of Recommendation No. 29.
- d. To determine whether there has been a violation of Health and Safety Recommendation No. 40. This will not include grievances over appropriate staffing levels.

Three (3) impartial arbitrators (umpires) shall be selected by agreement between the parties. The impartial arbitrator(s) will be rotated and shall hear all cases submitted to arbitration through this procedure. Cases shall be rotated among the umpires as follows:

(1) After initial agreement is reached on the three umpires, their placement on the rotation list will be determined by lottery.

(2) Each case that is submitted for arbitration will be assigned to one of the umpires on a rotating basis according to the date and order in which the case appeared on the Area docket. If the case was not heard by the Area Committee, the case will be assigned in order of the date it was submitted to Step Three.

(3) If a case is submitted for arbitration but withdrawn or settled prior to the hearing date, the arbitrator assigned to that case will be selected for the next unassigned case.

(4) If an arbitrator is removed from rotation, the replacement arbitrator shall assume the removed arbitrator's placement on the rotation list including assignment of any unheard cases originally assigned to the removed arbitrator.

An impartial arbitrator shall be removed at the request of either party. If an arbitrator is removed from the list, the parties will attempt to reach agreement concerning a replacement. If no agreement on a replacement is reached within 30 calendar days after the arbitrator is removed, the parties shall request a list of seven (7) arbitrators from the Bureau of Mediation. The striking procedures outlined in Act 195 shall be used.

Each case shall be considered on its merits and the memorandum of understanding shall constitute the basis upon which the decision shall be rendered. Decisions rendered by any Commonwealth Joint Area Committees or Joint State Committees shall not be used as a precedent in the State System AGP Procedure, including arbitration, but such decisions may be used by either party for purposes of argument in arbitration.

The arbitrator shall neither add to, subtract from, nor modify the provisions of this Memorandum . The arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted.

A decision by the arbitrator shall be final and binding on both parties. The arbitrator shall be required to issue a decision within thirty (30) days after the close of the hearing.

**Time Limits:** All of the time limits contained herein may be extended by mutual agreement. The granting of any extension at any step shall not be deemed to establish precedence.

**Costs:** Each party shall bear the costs of preparing and presenting its own case. All fees and expenses of the arbitrator shall be divided equally between the parties, except where one of the parties of this Memorandum request a postponement of a previously scheduled arbitration meeting which results in a postponement charge. The postpon-

ing party shall pay such charge unless such postponement results in a settlement of the grievance in which event the postponement charge shall be divided by the parties.

A postponement charge resulting from a joint postponement request shall be shared equally by the parties.

Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator. If the party who did not request the transcript subsequently desires a copy, the parties will jointly share all fees associated with producing and reproducing the transcript.

## **APPENDIX N**

### **AUDITOR GENERAL SUPERVISORY UNITS**

#### **Clerical Services Fiscal Auditing Inspection and Investigation**

The term "Employer" refers solely to the Department of Auditor General for employees in these certified units. Service in the Department of Auditor General will not constitute service under any other "Employer" under this Agreement except for purposes of determining the rate of earning annual leave entitlement.

The following recommendations of the 1996 Master Memorandum shall not apply to the supervisory units of the Auditor General's Department:

- A. Recommendation No. 6, Hours of Work, Section 8.
- B. Recommendation No. 28, Discharge, Demotion, Suspension, and Discipline, Sections 7 and 8. This subject matter is specifically addressed by separate agreements applicable to the Department's supervisory units.
- C. Recommendation No. 37, Grievances/Standard Grievance Procedure, Section 4. This subject matter is addressed in a separate agreement applicable to the Auditor General's supervisory units.
- D. Recommendation No. 39, Arbitration.
- E. Recommendation No. 44, Preservation of Supervisory Unit Work.

The parties also agree to the following recommendations applicable to the Auditor General's Supervisory units:

#### **Notification of Vacancies**

The Employer agrees to notify the field personnel of all

vacancies which the Employer is obligated to post by the requirements of an existing labor agreement as follows:

Notification of an existing vacancy in a region for which a member of the supervisory unit is eligible will be mailed directly to the employee's home and a copy to a person designated by the Union in the affected region. Copy of such notice will be sent to the president of the Union Local which represents employees covered by this Appendix. The president's copy shall include a list of employees to whom the notice was sent.

Employees applying for the posted vacancy shall be notified in writing when such vacancy has been filled.

### **Payroll Checks**

The Employer agrees to mail payroll checks to the employee by the Wednesday of the week the payroll check is due, provided payroll checks are delivered to the Employer as scheduled. In the event a holiday occurs on such Wednesday, the payroll check will be mailed the previous day provided payroll checks are delivered to the Employer as scheduled.

### **Meal Expenses**

Employees who are required by the Employer to travel at least 15 miles from their normal work site as measured by the shortest regularly traveled route and whose work assignment requires that they remain away from said normal work site during their normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50 including sales tax. This allowance for subsistence requires no receipts or other accounting. However, it is not a flat allowance and only amounts actually expended may be claimed.

## **Seniority**

Seniority units for promotions for the supervisory units in the Auditor General Department are determined as follows:

1. Clerical Services Unit - the seniority unit will be by classification in the established departmental installation where the employee is employed.
2. Inspection and Investigation Unit - The seniority unit will be by classification, by bureau, and restricted to the region wherein the employee resides.
3. Fiscal Auditing Unit - The seniority unit for those bureaus having a full staff permanently in Harrisburg, will be by classification, by bureau, in the established departmental installation at Harrisburg. The seniority unit for all others will be by classification, by bureau, in the region wherein the employee resides.
4. Corporation Tax Officer Series - The seniority unit will be by classification, by bureau, in the established departmental installation where the employee is employed.
5. The regions referred to in (2) and (3) above shall be in accordance with the region designations established by the department.

When the Employer determines that a furlough is necessary within a seniority unit in the Clerical Services Unit, the employees will be furloughed in the inverse order of Supervisory Unit seniority.

Employees affected by furlough who have the requisite seniority and skill and ability shall bump laterally or down in the following manner as set forth in Recommendation No. 29, Section 7.

- a. If an employee is affected by furlough the employee shall bump down into the next lower classification within the classification series within the same geographical and organizational limitation as the

seniority unit, provided the employee has more supervisory unit seniority than the employee with the least supervisory unit seniority in that classification and has the requisite skill and ability. If such a bump is not available, the employee shall bump into any other lower classification in the same classification series using the same procedure.

- b. If the affected employee is unable under (a) above to bump into a lower classification the employee shall bump laterally or down into any other classification previously held within the supervisory unit but within the same geographical and organizational limitation as the seniority unit, using the seniority procedure specified in (a) above. If such a bump is not available, the employee shall bump into any other lower classification in the classification series of the position previously held using the same procedure.
- c. If the affected employee is unable under (a) and (b) above to bump into a position, the employee shall bump laterally or down into any classification previously held within any supervisory unit included in this Appendix but within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring using the seniority procedure specified in (a) above. If such a bump is still not available, the employee shall bump into any other lower classification of the classification series of the position previously held using the same procedure.
- d. If the affected employee is unable to bump into any position as provided in (a), (b), and (c) above, and the employee formerly occupied a classification within rank and file bargaining units covered by Appendix S of the Master Agreement between the Commonwealth of Pennsylvania, Auditor General and the American Federation of State, County and Municipal Employees,

AFL-CIO, such employee shall then first bump laterally or downward into the classification occupied immediately prior to leaving a bargaining unit, or if such a bump is not available, then into any lower classification in the same classification series, provided the classification is within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring and provided that the employee has more bargaining unit seniority than the employee with the least amount of seniority in that classification and has the requisite skill and ability, and provided that the employee has not had a break in service as defined in Recommendation 30, Section 2, since leaving the bargaining unit. If a position cannot be obtained in this manner, the same procedure will be repeated for any position previously held within any bargaining unit covered by Appendix S of the Master Agreement or if such a bump is not available then into any lower classification in the same classification series, provided the classification is within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring.

- e. If the affected employee is unable to bump into any position as provided in (a), (b), (c) and (d) above, the employee shall be furloughed.
- f. Where the need for furlough can be reasonably anticipated, the Employer will notify the Union one month in advance of any impending furlough.

When the employer determines that a furlough is necessary within a seniority unit in the Inspection and Investigation, Fiscal Auditing or the Corporate Tax Officer Series Units, employees will be furloughed in the inverse order of Supervisory Unit seniority. Employees affected by furlough who have the requisite seniority and skill and ability shall bump in the following manner



rather than in accordance with Recommendation No. 29, Section 7.

- a. If an employee is affected by furlough the employee shall bump down into the next lower classification within the classification series within the same geographical and organizational limitation as the seniority unit, provided that the employee has more Supervisory Unit seniority than the employee with the least Supervisory Unit seniority in that classification and has the requisite skill and ability.

If such a bump is not available, the employee shall bump into any other lower classification in the same classification series using the same procedure.

- b. If the affected employee is unable under (a) above to bump into a lower classification, the employee shall bump laterally or down into any other classification previously held within the supervisory unit but within the same geographical and organizational limitation as the seniority unit using the seniority procedure specified in (a) above. If such a bump is not available, the employee shall bump into any other lower classification in the series of the position previously held using the same procedure.

- c. If the affected employee in the Fiscal Auditing Unit, including the Corporate Tax Officer series or the Inspection and Investigation Unit is unable under (a) and (b) above to bump into a position, the employee shall bump laterally or down into any classification previously held within the supervisory unit in any Bureau but within the same geographical and organizational limitation as the seniority unit using the same procedure. If such a bump is not available, the employee shall bump into any other lower classification in the classification series of the position previously held using the same procedure.

- d. If the affected employee is unable under (a), (b) and (c) above to bump into a position, the employee shall bump laterally or down into any classification previously held within any supervisory unit included in this Appendix but within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring using the same procedure specified in (a) above. If such a bump is still not available, the employee shall bump into any other lower classification of the classification series of the position previously held using the same procedure.
- e. If the affected employee is unable to bump into any position as provided in (a), (b), (c) and (d) above, and the employee formerly occupied a classification within rank bargaining unit covered by Appendix S of the Master Agreement between the Commonwealth of Pennsylvania, Auditor General and the American Federation of State, County and Municipal Employees, AFL-CIO, such employee shall then first bump laterally or downward into the classification occupied immediately prior to leaving a bargaining unit, or if such a bump is not available, then into any lower classification in the same classification series, provided the classification is within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring and provided that the employee has more bargaining unit seniority than the employee with the least amount of seniority in that classification and has the requisite skill and ability and provided that the employee has not had a break in service as defined in Recommendation 30, Section 2 since leaving the bargaining unit. If a position cannot be obtained in this manner, the same procedure will be repeated for any position previously held within any bargaining unit covered by Appendix S of the Master

Agreement or if such a bump is not available then into any lower classification in the same classification series, provided the classification is within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring.

- f. If the affected employee is unable to bump into any position as provided in (a), (b), (c), (d), and (e) above, the employee shall be furloughed.
- g. When the need for furlough can be reasonably anticipated, the Employer will notify the Union one month in advance of any impending furlough.

### **Starting Pay Scale**

In recognition of the General Pay scale negotiated between the Commonwealth of Pennsylvania and the Union and in consideration of the Employer's need to recruit new employees of special qualifications, it is specifically agreed by the Employer and Union that the Employer shall have the right to hire new employees above the starting level for a specified pay group, based upon that employee's education, experience, and other special qualifications, and as determined by the Employer in its sole and absolute discretion. Subcontracting

The Department of the Auditor General will not contract out supervisory unit work unless the employees do not have the skill or equipment to perform such work.

This agreement will not apply to the GAAP Audit, the Single Audit, Training, and computer hardware and software maintenance, upgrading, and development.

Also exempt from this provision are those audits where third parties contract for audits or parts of audits where the Department of the Auditor General shares audit responsibilities.

### **Alternate Work Schedules**

The alternate work schedule agreement of understanding signed November 1, 1995 by representatives of AFSCME, Council 13, Local 972 and the Department of the Auditor General is incorporated as a provision of this memorandum for the term of this memorandum.

### **Alternate Discipline**

The Department will institute alternate discipline for time and attendance misconduct.

Letters of degree, consistent with the progressive discipline method, will be issued to employees who do not adhere to the time and attendance policy of the Department.

The letters will have the same effect as either a one, three, or five day suspension, and will be used as evidence of progressive discipline in any internal or external proceeding.

### **Internal Investigation**

Where a complaint or a preliminary investigation results in the opening of an "official review" of the activities of an employee and an interview of that employee by the Bureau of Special Investigations occurs that employee will be informed when the "official review" is completed. The investigative report produced as a result of the "official review" will not be released to the employee, however, the employee will be informed of the report's recommendation, and whether the recommendation will be followed. When an employee is interviewed in the course of an "official review" the investigator will disclose the nature of the allegations at the beginning of the interview and inform the employee of the entitlement to union representation if the employee reasonably believes the information could result in the imposition of

discipline. It is the policy of the Department of the Auditor General to inform an employee of an "official review" existence not later than 12 months after the opening of that "official review". It is the intent of the Department of the Auditor General to conclude "official reviews" as timely as practical.

### **Sick Leave Bank**

The agreement of understanding signed in March of 1991 and agreed to by representatives of AFSCME, Council 13, Local 972 and the Department of the Auditor General is incorporated as a provision of this memorandum for the term of this memorandum.

The policy and procedures of Appendix 900-e (Sick Leave Bank) of the Department of the Auditor General's Policy and Procedure Manual in effect 1 July 1996 shall govern the operation of the Sick Leave Bank, unless the parties mutually agree to modification of that provision, for the term of this memorandum.

### **Health & Safety Committee**

The Department of the Auditor General and the members of the Union (AFSCME, Council 13, Local 972) shall agree to establish a committee to study Health and Safety issues within the Department.

### **Career Opportunities Committee**

The Department of the Auditor General and the members of the Union (AFSCME, Council 13, Local 972) agree to establish a committee to study Career Opportunities within the Department.

### **Inclement Weather**

The inclement weather policy shall remain the same for the term of this memorandum.

## **Arbitration**

Full arbitration rights shall be extended to employees covered by this Memorandum.

An appeal from Step IV of the grievance procedure in Recommendation 38 may be submitted to arbitration within 15 working days after the response from Step IV is due.

The arbitrator is to be selected by the parties jointly within seven working days after the notice has been given. If the parties fail to agree on an arbitrator, either party may request the Bureau of Mediation to submit a list of seven possible arbitrators.

The parties shall, within seven days of the receipt of said list, meet for the purpose of selecting the arbitrator by alternately striking one name from the list until one name remains. The Employer shall strike the first name.

Each case shall be considered on its merits and the Memorandum shall constitute the basis upon which the decision shall be rendered. The decision at Steps I, II, and III shall not be used as a precedent for any subsequent case.

The arbitrator shall neither add to, subtract from, nor modify the provisions of this Memorandum. The arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted.

The decision of the arbitrator shall be final and binding on both parties, except where the decision would require an enactment of legislation is enacted. The arbitrator shall be requested to issue the decision within 30 days after the hearing or receipt of the transcript of the hearing.

In the interest of expediting arbitration of disputes involving discharges, the parties agree to utilize alternative approaches and methods, including such procedures as the use of pre-selected arbitration panels, advance scheduling of fixed hearing dates with individual arbi-

trators and providing for the issuance of decisions within reduced periods of time.

All of the time limits contained in this Section may be extended by mutual agreement. The granting of any extension at any step shall not be deemed to establish precedence.

All fees and expenses of the arbitrator shall be divided equally between the parties except where one of the parties of this Memorandum requests a postponement of a previously scheduled arbitration meeting which results in a postponement charge. The postponing party shall pay such charge unless such postponement results in a settlement of the grievance in which event the postponement charge shall be divided equally between the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

## **APPENDIX O**

### **OFFICE OF ATTORNEY GENERAL SUPERVISORY UNITS**

#### **Clerical, Administrative and Fiscal Professional, Administrative and Fiscal Inspection, Investigation and Safety**

The term Employer refers solely to the Office of Attorney General for employees in these units. Service in the Office of Attorney General will not constitute service under any other Employer under this Master Agreement except for purposes of determining the rate of earning annual leave entitlement. Employees leaving or entering the Office of Attorney General will be permitted to transfer their unused annual leave, personal leave and sick leave, up to the allowable limits, earned before the transfer occurred, provided the gaining or losing agency allows the transfer of such leaves. Employees entering or leaving the Office of Attorney General from and to agencies which do not permit the transfer of unused annual leave and personal leave will be compensated in a lump sum for such leave prior to entering or leaving the Department. Present practices concerning the transfer of sick leave accumulation in those agencies will continue.

#### **Meal Expenses**

Employees who are required by the Employer to travel at least 15 miles from their office and home as measured by the shortest regularly traveled route and whose work assignment requires that they remain away from said normal work site during their normal lunch period will be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50 including sales taxes. These allowances for



**subsistence** require no receipts or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

### **Notification of Absence**

Notification to the immediate supervisor or any other individual designated by the Employer one-half hour prior to the Employee's scheduled starting time will be considered notice in the event of an illness or any other situation which requires the Employee's absence from work.

### **Personal Property Damage**

In the event an employee in the Inspection, Investigation and Safety Unit is involved in an undercover assignment or an investigation assignment in the field and damages or destroys items of clothing or personal property which are worn by the employee and which are necessary for the performance of such employee's work, the Employer at its discretion shall reimburse the employee for either value of, or cost of repair of, such clothing or personal property.

The employee will be notified of approval or denial of the reimbursement request within sixty (60) days of the employee's submission for reimbursement.

### **Promotions and Transfers**

The employer will notify the Local Union President, upon written request, of the name(s) of the person(s) promoted in accordance with the procedures specified in Sections 5 and 6 of Recommendation 29 of the Master Memorandum and the name(s) of the person(s) transferred. Vacancies that occur will be posted in all offices.

Grievances alleging violation of the posting provisions may be submitted to arbitration on the issue that

the Employer arbitrarily or capriciously failed to post the vacancy and the actions of the Employer were not merely inadvertent.

### **Personnel Files**

The Employer agrees to meet and discuss at the request of the Union at the agency level concerning procedures by which personnel files, section files, supervisory files, electronic files or any other vessel for information relating to the employee will be available for inspections by employees as provided in Section 8 of Recommendation 36 of the Master Memorandum.

The Official Personnel Folder in the Personnel Section will be purged annually and the employee will be notified of the information purged.

### **Labor-Management Committees**

The Union and the Employer agree to hold the following meetings upon the request of the other:

- a) Two days per memorandum year to meet and discuss issues affecting employees in the Bureau of Narcotics Investigations;
- b) One day per memorandum year to meet and discuss issues affecting employees in all other bureaus and divisions of the Employer;
- c) One day per memorandum year to meet with the Attorney General to discuss issues affecting all employees of the Employer;

In the event either party desires to hold any of the above referenced meetings, that party will provide written notice of its request to schedule the meeting no later than March 1 of the respective contract year. The March 1 deadline may be modified in writing by mutual agreement. Notice to the Employer will be sent to the Director of Personnel. Notice to the Union will be sent to

**AFSCME Council 13.** All requested meetings will be scheduled no later than June 1 of the respective memorandum year, unless otherwise agreed to in writing.

### **Credit Cards**

The Employer, at its sole discretion, will either make credit cards available to those employees in the Inspection, Investigation and Safety Unit who have a valid operational need for such credit cards or arrange for such employees to bill necessary work-related telephone calls to their office telephone number. The Employer agrees to make a credit card available to the Consumer Protection Agent Supervisors.

Where the Employer can demonstrate that either credit cards or third party billing privileges were abused, they will be immediately withdrawn.

### **Scheduling of Hours**

The provisions of Recommendation 6 of the Master Memorandum with the exception of Section 2 and 4, will not be applicable to Special Agents or Narcotics Agents, when there is a need to change the hours of work of an employee. This need will include, but is not limited to, surveillance, court approved electronic interceptions, consensual electronic interceptions, arrests and raids. This need will also include the conducting of interviews and the development and maintenance of informants based upon legitimate operational needs. It is understood that changes in the hours of work will not be made for arbitrary or capricious reasons.

The Special Agents and Narcotics Agents whose hours of work have been changed pursuant to the above will work any ten (10) days out fourteen (14) days. Unless otherwise agreed to by the employer and employee, employees' days off will be consecutive with a

minimum of two (2) days scheduled at one time, and employees will not be scheduled to work more than ten (10) consecutive days without intervening days off being scheduled. In addition, the starting of a shift may vary from day to day. If agreed to between the employer and an employee the employee may work a split shift otherwise employees will not be required to work a split shift.

Except during emergency situations, Narcotics Agents, Special Agents, Consumer Protection Agent Supervisors, Special Investigators and Medicaid Fraud Auditors will not be required to work on Saturday and/or Sunday solely for the purpose of routine phone coverage, unless otherwise agreed to by the employer and employee.

The provisions of Recommendation 6 of the Master Memorandum with the exception of Section 2 and 4, will not be applicable to Medicaid Fraud Auditors, Consumer Protection Agents and Special Investigators, when there is a need to change the hours of work of an employee. It is understood that changes in the hours of work will not be made for arbitrary or capricious reasons.

The work shift for Special Agents, Narcotics Agents, Consumer Protection Agent Supervisors, Special Investigators and Medicaid Fraud Auditors will consist of eight (8) work hours and a non-paid lunch period. The non-paid lunch period will be one half hour unless otherwise agreed to by the employer and employee.

When an employee's schedule is changed consistent with the above language, the Employer agrees to give advanced notice to the employee as soon as it has been determined that the amplest must be changed. When such change involves the employee's days off, the Employer will give 48 hours notice. Neither the failure to give advanced notice of the schedule change, or the failure to give 48 hours notice will be subject for arbitration.

The provisions of Recommendation 6 of the Master Memorandum will not apply when employees attend the initial training program at the academy. These employees will also receive compensatory time off at the appropriate rate in lieu of pay for overtime worked while in training at the training academy.

The Employer agrees, subject to managements responsibility to maintain efficient operations, to implement flex-time schedules for clerical employees. Meetings to implement these schedules will occur at the local level.

### **Heart and Lung Act**

Narcotics Agents may receive benefits as provided by the Heart and Lung Act, Act of June 28, 1935, P.O. 477 No. 193, as amended (53 P.S. Section 637).

### **Preparation of Reports**

Employees in the Inspection, Investigation and Safety Unit who are required to make out reports relating to their jobs shall prepare such required reports on the Employer's time. It is agreed that it is not the intent of this paragraph to provide for the extension of the work week which is authorized by the Employer and thereby increase the Employer's premium time liability.

### **Training**

The Commonwealth and the Union agree to establish a joint committee to meet and discuss over items concerning training needs and training programs. This committee will meet at least bi-annually.

### **Shift Differential**

The provisions of Recommendation 21, Shift Differential, of the Master Memorandum are not applic-

able to Special Agents, Narcotics Agents, Consumer Protection Agent Supervisors, Special Investigators and Medicaid Fraud Auditors.

### **Overtime**

The provisions of Recommendation 20 of the Master Memorandum with the exception of Sections 2, 4 and 7 shall not be applicable to Special Agents III and Narcotics Agents III. These employees will be paid time and one-half for all hours worked over 80. The Employer agrees that employees will be permitted to request compensatory time in lieu of pay for overtime worked.

### **Certificates and Licenses**

The employer agrees to pay any cost related to Licenses or Certificates required by the employer.

### **Safety and Health**

A joint committee will be established to discuss appropriate safety equipment and its replacement schedule.

The Employer agrees to pay the cost of obtaining a baseline blood test for Hepatitis B, tuberculosis, HIV and the Hepatitis B vaccine. It is agreed that only Employees whose job would possibly expose them to airborne or body fluid transmitted diseases will have these services made available to them.

### **Liability Coverage and Legal Defense**

The Employer agrees to provide liability coverage and legal defense similar to that which is provided for in Title 4 of the Pa Code, Chapter 39 and Management Directive 205.6 and 630.2.

### **Travel Time**

When an employee is required to travel from their

home to a field work site, he/she shall be paid for the time necessary to travel to and from the field work site minus the amount of time it would take to travel from the employee's home to the office and back to the employee's home.

Employees who are offered overnight accommodations at the field work site, but choose to commute, will be paid for travel from the work site at the conclusion of the assignment or any employer authorized interruption in the assignment. In the event an assignment takes ten (10) or more consecutive days to complete, the employee will be paid for travel to the work site and travel from the work site after ten (10) consecutive days unless otherwise agreed to by the employer and the employee.

### **Probationary Period**

Newly hired Narcotic Agents, Consumer Protection Agents and Special Agents shall serve an initial hire twelve (12) month probationary period during which time the provisions of Recommendation 28, Section 1 shall not apply.

### **Travel Status**

An employee required by the employer to remain away from home over their days off will receive a \$100.00 stipend one time per fourteen (14) calendar day period. This does not apply to training requested by the employee or required by federal regulation.

Employees who are assigned outside their region, except for training, for more than sixty (60) days in a fiscal year, which need not be consecutive, will receive an additional 45 cents per hour for each hour worked.

Employees may use the employer provided vehicle to travel to a restaurant of the employee's choice within a reasonable distance of the hotel or work site.

### **Classification**

The Employer agrees that clerical employees will be given the opportunity to update their job descriptions annually in conjunction with the preparation of each employee's Annual Performance Evaluation Report.

The classification Clerical Supervisor II will be the first level of clerical supervision.

Clerical employees who are used as interpreters shall be paid an additional 45 cents per hour while performing this function.

### **Expenses**

Employees on loan to another agency shall be paid expenses consistent with that agency's policy or the Office of Attorney General's policy, whichever is greater. The employee will be paid consistent with the borrowing agency's policy provided the borrowing agency is paying the employee or reimbursing the Office of Attorney General.

### **Sick Leave**

The parties agree to continue the program that allows employees to donate leave to other employees who suffer a serious injury or illness and have exhausted their accumulated leave.

### **Drug Testing Policy**

It is agreed that a Reasonable Suspicion Controlled Substance Testing Program will be implemented as soon as the provisions are finalized by the employer and the union.

### **Grievance Procedure**

In applying the provisions of Recommendation 37, Grievances/Standard Grievance Procedure and



Recommendation 39, Arbitration, the Regional Director or the equivalent will be the first step, the Bureau Director will be the second step, the Bureau of Personnel will be the third step and the fourth step will be Arbitration.

The parties agree that at least a discussion over each grievance will take place at the third step.

The parties agree that during the term of this memorandum, discussion over the implementation of the Accelerated Grievance Procedure will take place.

### **Hazardous Material/Chemical Exposure Pay**

Agents will receive an additional 10% of their hourly rate of pay when exposed to hazardous material/chemicals.

### **Hiring Above the Minimum**

The Employer may hire employees at pay rates above the minimum rate of the assigned pay range. The Employer will notify AFSCME Council 13 after it has approved the hiring of an agent above the minimum rate and before the above minimum appointments are made.

### **Equipment**

The Employer agrees, when practicable to give Agents an opportunity to provide input regarding the purchase of equipment.

This section is not subject for the grievance and arbitration procedure.

### **ATTORNEY GENERAL SENIORITY UNITS: FURLOUGHS AND PROMOTIONS**

Harrisburg	Allentown
Non-Civil Service	Non-Civil Service
Civil Service	Civil Service

Philadelphia  
Non-Civil Service  
Civil Service

Erie  
Non-Civil Service  
Civil Service

Pittsburgh  
Non-Civil Service  
Civil Service

Reading  
Non-Civil Service  
Civil Service

Scranton  
Non-Civil Service  
Civil Service

State College  
Non-Civil Service  
Civil Service

Wilkes-Barre  
Non-Civil Service  
Civil Service

Butler  
Non-Civil Service  
Civil Service

Greensburg  
Non-Civil Service  
Civil Service

West Norriton  
Non-Civil Service

Ebensburg  
Non-Civil Service

Meadville  
Non-Civil Service  
Civil Service

Williamsport  
Non-Civil Service  
Civil Service

MAGLOCLIN

For the purpose of Furlough the Seniority Units for  
Narcotics Agents III's shall be statewide.

## **APPENDIX P**

### **TREASURY SUPERVISORY UNITS**

#### **CLERICAL, FISCAL AND ADMINISTRATIVE CUSTODIAL PROFESSIONAL INVESTIGATOR PROFESSIONAL ADMINISTRATIVE & FISCAL**

The term "Employer" refers solely to the Treasury Department for employees in this unit. Service in the Treasury Department will not constitute service under any other "Employer" under this Agreement except for purposes of determining the rate of earning annual leave entitlement. Employees entering or leaving the Treasury Department shall be permitted to transfer their unused annual leave, personal leave and sick leave, up to the allowable limits, earned before the transfer occurred, provided the gaining or losing agency allows the transfer of such leaves. Employees entering or leaving the Treasury Department from and to agencies which do not permit the transfer of unused annual leave and personal leave shall be compensated in a lump sum for such leave prior to entering or leaving the Department. Present practices concerning the transfer of sick leave accumulation in those agencies will continue.

#### **POSTING OF VACANCIES**

The Employer agrees to post all vacancies in its offices located in Harrisburg, Philadelphia and Pittsburgh. Notification of an existing vacancy for which a member of the Professional Investigator Unit, assigned to the Harrisburg Headquarters, is eligible will be mailed directly to the employee's home. Copies of such notice will be sent to a Council 90 Staff Representative and to

the President of Local 972. Employees applying for the posted vacancy shall be notified in writing when such vacancy has been filled.

### **SHIFT DIFFERENTIAL**

An employee permanently assigned to a work shift for which shift differential is paid under Recommendation 21 Section 1 of the Master Memorandum will be paid shift differential when the employee is on approved compensable annual, personal or sick leave.

### **FAMILY AND MEDICAL LEAVE POLICY**

Whenever an employee exhausts all accrued annual, sick, or other leave because of the illness of a member of the immediate family or any person qualifying as a dependent, or because of the necessity to care for children, or because of the employee's illness, the following will apply:

- (1) An employee must give reasonable notice of the date and duration of the anticipated Family and Medical Leave when it is foreseeable and, when possible, schedule medical treatment or family leave so as to limit disruption of work.
- (2) When the employee requires Medical Leave, if requested, the employee must provide certification by a health care provider that the employee is unable to perform his/her work.
- (3) An employee may take, upon approval, up to twenty-four (24) weeks of unpaid Family Leave with Benefits in a two (2) year period.
- (4) An employee may take, upon approval, up to twenty-six (26) weeks unpaid Medical Leave with Benefits in a twelve (12) month period when the employee suffers a serious illness that makes the employee unable to perform his/her job.

- (5) Additional unpaid Family and Medical Leave with Benefits may be taken beyond the limit established above, subject to approval by the Treasurer.
- (6) Upon returning from Family and Medical Leave, the employee shall retain his/her seniority and is entitled to the same position held prior to taking leave or to an equivalent position with equivalent pay and benefits.

If any portion of this policy is found to be in conflict with the rights provided for in the current Master Memorandum, the language in the Master Memorandum shall prevail.

### **PAYROLL CHECKS**

The Employer agrees to mail payroll checks to employees by the Wednesday of the week the payroll check is due, provided checks are delivered as scheduled to the operational section of the Employer which is responsible for the mailing of such checks. In the event a holiday occurs on such Wednesday, the payroll checks will be mailed the previous day, provided payroll checks are delivered as scheduled to the operational section of the Employer which is responsible for mailing such checks.

### **MEAL EXPENSES**

Employees who are required by the Employer to travel at least 15 miles from their normal work site as measured by the shortest regularly traveled route and whose work assignment requires that they remain away from said normal work site during their normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50 including sales tax. These allowances for subsistence require no receipts or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

## **SUBCONTRACTING**

The Treasury Department will not contract out bargaining unit work unless the employees do not have the skill or equipment to perform such work.

## **ALTERNATE WORK SCHEDULES**

The alternate work schedule agreement of understanding signed March 15, 1996 by representatives of AFSCME, Council 13, Local 972 and the Treasury Department is incorporated as a provision of this agreement for the term of this agreement.

## **SICK LEAVE BANK**

The agreement of understanding signed in June of 1996 and agreed to by representatives of AFSCME, Council 13, Local 972 and the Treasury Department is incorporated as a provision of this agreement for the term of this agreement.

## **HEALTH & SAFETY COMMITTEE**

The Treasury Department and the members of the Union (AFSCME, Council 13, Local 972) shall agree to establish a committee to study Health and Safety issues within the Department.

## **CAREER OPPORTUNITIES AND UPWARD MOBILITY COMMITTEE**

The Treasury Department and the members of the Union (AFSCME, Council 13, Local 972) agree to establish a committee to study Career Opportunities within the Department.

## **INCLEMENT WEATHER**

The current inclement weather practice shall remain the same for the term of this agreement.

## NOTES

# **KNOW YOUR RIGHTS AND USE THEM**

Under your AFSCME contract and federal law, you are guaranteed certain rights to union representation. Know them. Use them.

1. You have a right to union representation, not a specific union representative, at any meeting with management which could possibly result in disciplinary action against you.
2. Whenever you are called to a meeting with management, explicitly ask about the specific nature of the meeting.
3. Before beginning the meeting, or at any time that you believe the meeting is covering areas that might result in discipline, you must explicitly ask for union representation.
4. Prior to proceeding with the meeting, confer with your union representative and discuss the matters at issue in the meeting.
5. If you have any questions, ask your union representative.